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American Artisan Manuals

The Manual of Business.

OCT 7 1916

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THE

Manual of Business

BEING A COLLECTION OF

CORRECT BUSINESS FORMS FOR EXECUTING ALL COMMERCIAL INSTRUMENTS, COMMERCIAL DATA AND ADVICE ON THE THOUSAND AND ONE QUESTIONS OF CORRECT METHODS THAT ARE CONSTANTLY ARISING IN EVERY DAY BUSINESS LIFE.

Compiled from Various Sources

BY

SIDNEY P. JOHNSTON

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PREFACE

There are a number of books on the market whose title is very similar to this one, but whose contents are devoted rather to store management than to business generally. They deal with the arrangement of goods on shelves, personal neatness and other phases of commercial life that would appear to us to afford but commonplace information to the average business man. In the present volume I believe a work has been compiled that will prove a ready reference work in regard to the many forms of business usage and correspondence whose employment identifies the man posted in commercial methods and commands an attention and recognition that the incorrectly worded commercial instrument is rarely accorded.

This work will also prove invaluable to the young business man, acquainting him with the forms in vogue in commercial life and increasing his commercial worth as he masters its points.

THE COMPILER.

Chicago, Sept. 10, 1902.

CONTENTS

	Page
CHAPTER I.	
PENMANSHIP AND COMMERCIAL CORRESPONDENCE	7
CHAPTER II.	
BOOKKEEPING	29
CHAPTER III	
DEBTS AND COLLECTIONS	37
CHAPTER IV	
BANKING	45
CHAPTER V.	
COMMERCIAL PAPERS	50
CHAPTER VI.	
CONTRACTS	80
CHAPTER VII.	
NOTES	126
CHAPTER VIII.	
PATENTS	143
CHAPTER IX.	
MEASUREMENTS	149
CHAPTER X.	
PUBLIC ROADS	166
CHAPTER XI.	
POSTAL REGULATIONS	169
CHAPTER XII.	
DISCOUNT AND INTEREST	184
CHAPTER XIII	
PROPERTY, REAL AND PERSONAL	196

CHAPTER XIV.
TRANSPORTATION 199

CHAPTER XV.
RIGHTS OF PARENTS 203

CHAPTER XVI.
PARLIAMENTARY RULES AND FORMS OF RESOLUTIONS 205

CHAPTER XVII.
DICTIONARY OF BUSINESS TERMS 209

CHAPTER XVIII.
BUSINESS ABBREVIATIONS 228

CHAPTER XIX.
BUSINESS MAXIMS 231

LIBRARY OF THE UNIVERSITY OF CALIFORNIA

THE MANUAL OF BUSINESS

CHAPTER I.

Penmanship and Commercial Correspondence.

While stenography is making steady encroachments on penmanship, the latter is still a valuable business accomplishment, and the art of business correspondence is a *sine qua non* of successful merchandising.

The following rules and examples of penmanship will doubtless be of some service to those wishing to further perfect themselves in this art.

RULES FOR PENMANSHIP.

Three things are necessary in good penmanship, legibility, rapidity and beauty.

Always sit in an upright, easy position, with both feet placed on the floor.

Your pen will not get away from you, so do not pinch it, for this will cramp the fingers and destroy all freedom of movement.

Hold the pen lightly between the thumb and first two fingers, so that the holder will point over your right shoulder. This will cause the points of the pen to press evenly on the paper.

Avoid the finger movement. It is not practical and very laborious.

In business writing flourishes should be avoided.

Neither the right side of the hand nor the wrist should ever touch the desk, as this will hinder a free and easy movement.

In order to have the correct slant in writing, the downward stroke of the pen should be drawn toward the center of the body.

Do not sacrifice legibility to rapidity. Be accurate first and rapid afterward.

Practice, careful practice, is necessary in order to

become a good penman. Compare your work frequently with the copy, and note all defects.

As a single element of success good penmanship stands almost without a rival.

HOW TO USE CAPITALS.

Officiary and honorary titles begin with a capital.

Every quotation should begin with a capital letter.

Every entire sentence should begin with a capital.

All appellations of the Deity should begin with capitals.

Names of religious denominations begin with capitals.

Any word of Special importance may begin with a capital.

The pronoun I and the exclamation O are always capitalized.

Every line of poetry should begin with a capital.

The days of the week and the months of the year begin with capitals.

In preparing accounts each item should begin with a capital.

Titles of books and the heads of their chapters and divisions are printed in capitals.

Proper names and the adjectives derived from them should be capitalized.

PUNCTUATION.

Correct punctuation is very necessary in good composition. Business Men often consider it of small im, portance, whereas it is important in good letter writing and especially in the proper construction of commercial and legal documents.

MARKS USED IN PUNCTUATION.

The Comma (,) denotes the shortest pause.

The Semicolon (;) a pause double that of the comma.

The Colon (:) a pause double that of the semicolon.

The Exclamation Point (!) follows an exclamation or any expression indicating emotion.

The Period (.) follows every complete affirmative or negative sentence, abbreviations, headings, etc.

The Interrogation Point (?) denotes that a question is asked.

The Dash (—) denotes a sudden pause or change of subject.

The Ellipsis (....) denotes that some letters are omitted.

The Quotation Marks (" ") are used to show that a word sentence has been copied from another author.

The Parenthesis [( )] is used to indicate an explanatory sentence.

The Apostrophe (') denotes the possessive case, and the omission of letters.

The Brackets ([]) are used to include words that serve to explain the preceding sentence.

The Hyphen (-) is used to connect compound words.

The Indices or hand (☞) points out a paragraph which is to be particularly observed.

The Paragraph (¶) denotes the beginning of a new subject.

The Marks of Reference (*†‡‖§) are used to call attention of notes of explanation at the bottom of the page.

The Caret (∧) is used to show that something has been omitted through mistake.

RULES FOR WRITING A POSTAL.

A card should be dated either on the upper right hand corner, or on the lower left hand corner.

Always sign your name in full.

Never write an invitation on a postal. Society prescribes polite forms for this purpose.

Never write a demand or a request for money on a postal card. It is disrespectful to the person receiving it.

If you wish an answer give your full postoffice address, unless it is well known by the person to whom you are writing.

Do not trust important matters to a postal card, for it is open to inspection, and the law does not provide for its return to the writer if it fails to reach its destination.

RULES FOR SPELLING.

Verbs of one syllable, ending with a single consonant. preceded by a single vowel, and verbs of two or more syllables, ending in the same manner, and having the accent on the last syllable, double the final consonant whenever another syllable is added, as, get, getting; omit, omitted.

The plural of nouns ending in y, when y, is preceded by a consonant, is formed by changing y into i and add-

ing es; as, lily, lilies. When y final is preceded by a vowel the plural is formed by adding s; as, valley, valleys.

Nouns ending in o preceded by another vowel form their plurals regularly by adding s to the singular; as, cameo, cameos.

Words formed by prefixing one or more syllables to words ending in a double consonant retain both consonants; as, befall, rebuff. The exceptions are, with al, an nul, dis til, in stil, ful fil, un til.

The word full, used as an affix, always drops one l; and its compounds, thus formed, make their plurals regularly by adding s to the singular, as, handful, handfuls; spoonful, spoonfuls.

BUSINESS CORRESPONDENCE.

Business letters in this great trading and money making century are necessarily of great importance. A well worded and neatly written letter is a very desirable recommendation of a business house. Although the pen is used less than formerly, the ability to dictate readily and correctly is of more importance than ever before. The following rules may be of service to many:

RULES FOR WRITING BUSINESS LETTERS.

Business letters should be promptly answered.

Never write an anonymous letter.

Never write a letter on foolscap paper.

Do not abbreviate; use constrations sparingly.

Guard carefully the repitition of the same words.

In letters of business use as few words as possible.

Avoid all flourishes in writing business letters or papers

Do not use postcripts when it is possible to avoid the same.

Do not use the character "&" except in the title of firms.

Never use both titles Mr. and Esq. in the same address.

Never discuss or refer to social matters in a business letter.

Never write a letter with a lead pencil, always use black ink.

Always enclose a stamp for reply when writing for information.

In ordering goods state carefully the amount, kind, quality, etc.

Read your letter carefully when written, to see that

you have made no omissions or mistakes. Examine carefully your envelope when addressed to see that it is rightly directed.

Avoid erasures or blots, rather rewrite the whole letter than to have it thus marred.

State your subject so clearly that it will not be necessary to guess your meaning.

Copy important business letters and properly file them. The possession of a letter sometimes prevents litigation and serious misunderstanding.

In reply, acknowledge first the receipt of the letter, mentioning its date.

Give town, county, state and date; it is frequently of great importance.

When you request payment, do so in the most courteous manner. There is more loss than gain in rude and insulting language.

In sending money, always state the amount and the means by which you send it.

Send Money by Draft, P. O. Money Order, or Express, taking a receipt for the same.

In writing business letters, or in preparing letters, or papers for the press, write on one side only.

Never neglect to properly punctuate a letter and be exact in punctuating the address on the envelope.

All letter of importance should be marked in this manner: From R. B. Echols, received Sept. 15, answered Sept. 16.

Letters of introduction and recommendation should not be sealed, as the bearer should know its contents.

Letters of application should be carefully written in the applicant's own handwritting, modest but self-respectful.

Before beginning a letter arrange the subject matter in your mind, so as to enable you to write or dictate in a proper and logical order.

Business Men will find it a very convenient and useful practice to have a printed heading for business correspondence, giving the name of the writer, his business, the location from which he writes, and a space for date. Envelopes stamped with one's business and address are also desirable.

FORM OF A LETTER.

A correctly written letter will embrace the folling parts, viz.: The date, address, complimentary address, body of the letter, complimentary closing and signature.

POSITION OF PARTS OF A LETTER

The Date or Heading, which embraces the place of writing as well as the day of the month and year, is written near the upper right hand corner of the sheet.

The Address, which consists of the name and residence of the person to whom it is written, should be placed on the line beneath, one inch from the left side of the sheet or to the left at the close.

The Complimentary Address, such as Dear Sir or Dear Madam, should be written on the line below, a little to the right of the address..

The Body of the Letter is commenced nearly under the last letter of the complimentary address.

The Complimentary Closing, as, I remain Yours sincerely, Yours truly, etc., is begun on the next line beneath the body of the letter, in the center of the page.

The Center of the Subscription, which is simply the signature, may be under the last letter of the complimentary closing.

PROPER MODES OF ADDRESS

The style of address are varied to meet the occasion. To a person with whom a writer is not very well acquainted he should say, "Sir" or "Madam," concluding with "Your obedient servant," or "Yours respectfully;" to those with whom he is tolerably well acquainted, "Dear Sir" or "Dear Madam," with "Yours faithfully;" and to those with whom he is on familiar terms, "My dear Sir" or "My Dear Madam" with "Yours truly" or "Yours sincerely." To a young unmarried lady the salutation is omitted, the address being used as an introduction. "Dear Miss" or "My Dear Miss" is the proper way to address young ladies with whom you may be but slightly acquainted.

MODEL HEADINGS.

FORM 1.

Chicago, Ill., Sept. 10, 1902.

Mr. John S. Train,
505 State St.,
St. Louis, Mo.

Dear Sir:

Your letter of the 20th

FORM 2.

St. Louis, Mo., Sept. 25, 1902.

Mrs. Jane Wilton,
Springfield, Ohio.
Dear Madam: I thought you would

FORM 3.

4127 Ellis Ave., Chicago, Ill.
Sept. 11, 1902.

Messrs. Hanson Bros.,
Broadway,
New York.
Gentlemen: Please send by return mail

FORM 4.

Wells & Nellegar Co.,
Lake and State Sts., Chicago.
Gentlemen:

FORM 5.

To the Editor of The American Artisan,
Chicago.
Dear Sir:

FORM 6.

Rev. D. S. Thayer,
Kokomo, Ind.
My Dear Sir:

FORM 7.

Northwestern University,
Evanston, Ill.
Sept. 15th, 1902

My Dear Friend:
I have just received

MODELS FOR CLOSING

Yours truly,
A. B. Rice.

I remain, dear sir,
Your obedient servant,
E. M. Van Buren.

Yours very truly,
R. R. Moffatt.

I remain,
Your sincere friend,
R. R. Richards.

Yours sincerely,
Mrs. D. Trevelyan.

Fraternally yours,
E. K. Brown.

MODELS FOR ADDRESSING ENVELOPES.

Stamp

Louis Legner & Co.,
328 Wabash Ave.,
Chicago, Ill.

Stamp

E. A. Douglas,
Valparaiso,
Ind.

Stamp

Hon. T. B. Barrett,
Box 450,
Oelwein, Ia.

Stamp

Hibbard Spencer, Bartlett & Co.,
Chicago,
Ill.

Stamp

To the President,
Executive Mansion,
Washington, D. C.

Stamp

Miss Mary Jones,
Kalamazoo,
Care of E. D. Eaton. Mich.

NOTICE OF COPARTNERSHIP.

New York, Sept. 20, 1902.

Mr.....,

.....

We beg to inform you tnat we have this day formed a copartnership under the firm name of Brown & Berry, for the purpose of carrying on the manufacturing and jobbing of hardware specialties, at 80 Chambers St., New York. Our long and varied experience in this business enables us to assure our friends and the trade generally that they will consult their best interests by favoring us with their patronage. Respectfully,

A. B. Brown,
E. E. Berry.

DISSOLUTION OF COPARTNERSHIP.

Springfield, Mass., Sept. 23, 1902.

Mr.....,

.....,

You are hereby respectfully advised that the copartnership hitherto existing under the firm name of Williams, Jennings & Smith is this day dissolved by mutual consent. Mr. Chas. Smith will sign in liquidation and is empowered to receive and pay all debts of the late copartnership.

Very respectfully,
John Williams,
Thos. L. Jennings,
Chas. Smith.

ORDERING A BILL OF GOODS.

New Ulm, Minn., Sept. 4, 1902.

Messrs. S. S. Dugan Co.,
Aurora, Ill.

Dear Sirs:—Please ship me at your earliest convenience, by United States Express,

20 doz. pairs	Gentleman's Woolen Hose, 30c.....	$72.00
20 " pairs	Ladies' Cotton Hose, 20c.....	48.00
10 " pairs	Boys' Woolen " 20c.....	24.00
		$144.00

Enclosed find draft on New Ulm National Bank,

Yours truly,
Babcock & Thayer.

FROM A YOUNG MAN COMMENCING BUSINESS TO WHOLESALE HOUSE WITH ORDER.

Putnam, Conn., Sept. 1, 1902.

Messrs. Hurdle, Snell & Hurdle,
Chicago, Ill.

Dear Sirs:—Having recently commenced business for myself, with fair prospects of success, I shall be pleased to open an account with your house, and trust that it will be to our mutual advantage.

Should you think favorably of the matter you will please fill the accompanying order with the least possible delay, and on your best terms. For testimonials, I refer you to J. B. Bardon & Co., of this city, by whom I have been until recently employed; but as this is my first transaction with your house, upon forwarding me an invoice of goods, and deducting your usual discount for cash, will remit a sight draft on the Second National Bank of your city for the amount by return mail. Expecting prompt attention, I am,

Yours respectfully,
Cyrus E. Blenkarn.

REQUEST FOR CATALOGUE AND TERMS.

Freeport, Ill., Sept. 2, 1902.

Jackson, Grant Co.,
New York, N. Y.

Gentlemen:—Please favor me with your catalogue and quote your best prices and terms on your goods generally. If your line of goods and prices prove saitsfactory, I shall be pleased to give you an order.

Respectfully,
Henry Conklin.

LETTER CONTAINING REMITTANCE.

Rockford, Ill., Sept. 26, 1902.

Messrs. Andrews & Wilson,
St. Paul, Minn.

Gentlemen:—Enclosed you will please find my check for Twenty-five Dollars ($25.00), in payment of your bill of the 5th inst. Please acknowledge receipt of the same and oblige.

F. J. Hopkins.

LETTER CONTAINING CHECK.

St. Paul, Minn., Sept. 28, 1902.

Mr. F. J. Hopkins,
Rockford, Ill.

Dear Sir:—Your favor of the 26th inst., containing check for Twenty-five Dollars is received.

Accept our thanks for your prompt remittance

Respectfully yours,
Andrews & Wilson.

SENDING RECEIPT.

Chicago, Ill., Oct. 1, 1902.

Mr. J. N. Needham,
Sterling, Ill.

Dear Sir:—Your favor of Sept. 27, 1902, is at hand. Enclosed please find receipt. Thanking you for your promptness in remitting the same, I am,

Yours truly,
B. K. Larkins.

SENDING DRAFT.

Indianapolis, Ind., Sept. 5, 1902.

Messrs. A. K. Leiter Co.,
234 Clare St.,
Detroit, Mich.

Gentlemen:—Enclosed please find draft on the State National Bank, No. 1346, for $32.20, in payment of bill for dry goods, dated Aug. 26, 1902.

Please acknowledge receipt, and oblige,

Yours respectfully,
A. T. Hendricks.

ENCLOSING NOTES FOR DISCOUNT.

Newark, N. J., Sept. 11, 1902.

R. A. Hawkins, Esq. Cashier.

Dear Sir:—We offer for discount enclosed, F. R. Johnson's note, Aug. 26, at sixty days, for $280.75.

By discounting the same you will greatly oblige,

Yours respectfully,
F. M. Alexander & Co.

ENCLOSING NOTES FOR COLLECTION.

Omaha, Neb., Sept. 15, 1902.

Cashier Second National Bank,
Lincoln, Neb.

Dear Sir:—Enclosed find for collection:

Note A. B. Jones, due Aug. 9	$500.25
E. S. May, due Aug. 10	50.25
	$550.50

If collected, please remit draft for proceeds.

Very respectfully,
A. D. Lacy.

LETTER COMPLAINING OF ERROR IN BILL.

New York, N. Y., July 5, 1902.

Smith Co.,
Buffalo, N. Y.

Gentlemen:—Upon examining bill accompanying your last lot of goods, I find that I am charged with eight dozen pairs of spring hinges, which I never ordered or received. I enclose the bill and copy of the invoice of the goods, that the error may I corrected.

Yours truly,
L. A. Wakeman.

SHIPMENT ON COMMISSION.

Ann Arbor, Mich., July 24, 1902.

Messrs. Ardath & Fruehling,
Chicago, Ill.

Gentlemen: Your favor of the 5th inst. at hand. I have today shipped to your consignment two hundred and twenty crates of peaches and three hundred dozen of eggs.

Please take them in charge and sell to the best advantage, holding proceeds subject to my order.

Respectfully,
H. R. Jenkins.

LETTER OF COMPLAINT FOR IMPERFECT GOODS.

Cleveland, O., Oct. 5, 1902.

Messrs. West & Co.,
Boston, Mass.

Dear Sir: For the first time in my long business con-

nection with your house I am obliged to complain of the goods which you last forwarded me.

They were so imperfectly packed that some of the articles were greatly injured, while the quantity was much inferior to the last lot received at the same price.

I should prefer to return the goods, and will do so, unless you wish to deduct 20 per cent., at which price I will keep them to save expense of transportation.

I remain,

Yours truly,

J. M. Miller.

A TENANT'S COMPLAINT.

Cameron, Mo., July 21, 1902.

Mr. D. R. Leland,
St. Louis, Mo.

Dear Sir: I called your attention some time ago to the condition of the drains of this house, but no notice has been taken of my letter. Unless you send someone at once to attend to this matter, I shall apply to the Sanitary Inspector, and whatever he considers necessary I shall have none, and charged to you.

Respectfully,

H. S. Vail.

NOTICE OF AN AGENT'S VISIT

PRINTED HEADING.

Sept. 7, 1902.

Messrs. Rice & Conover,
Seattle, Wash.

Gentlemen: Our agent, Mr. Wilson, is traveling in your direction and expects to reach your city about the 25th of the present month.

We should be pleased if you would defer placing your orders for goods until you examine his samples. With the expectation of increased orders from you

We remain yours, etc.,

J. K. Liston & Co.

NOTICE OF HAVING FORWARDED GOODS.

St. Paul, Minn., Sept. 9, 1902.

Messrs. King & Co.,
St. Louis, Mo.

Dear Sirs:

According to our agreement I have shipped you this day, per steamer Garden City:

250 bbls. Pears.....Marked K. & Co.
180 baskets of Plums..... " " " "
25 bbls. Sweet Potatoes..... " " " "

Trusting that these will prove as satisfactory as those heretofore sent, and bring as good a price.

Respectfully yours,

John Jackson.

OFFER TO SELL ON COMMISSION.

Harlem, Ind., July 8, 1902.

Messrs. Mueller & Co.,
Chicago, Ill.

Gentlemen: The orders which I have sent you from this place have probably made you aware that I have been doing a good business in your line for some time. I now see an opportunity for a large increase of sales, and as my capital is not large, would be glad to sell for you on commission.

The business relations already existing between us will, I presume, be sufficient guarantee of my dealing fairly with you, but if necessary I can give you full security against loss. If my proposition meets with your approval, please let me know your most favorable terms at once.

Respectfully,

John Lockland.

LETTERS REQUESTING PAYMENT.

The correct method of requesting payment is of vital importance in business correspondence. A suavely worded, polite letter of this kind is a valuable recommendation respecting the character of a business house. If a repetition of a request becomes necessary let the same gentlemanly tone be preserved, but make the request in less and more earnest words, even in a final demand of payment, which if not complied with will result in steps that are undesirable.

FORM 1.

Chicago, Ill., July 23, 1902.

Messrs. Pope & Franklin,
New Haven, Conn.

Gentlemen: Inclosed you will find a statement of your account for the past month, which we think you will find correct.

Please examine the same at your earliest convenience and oblige us by sending your check for the amount.

Respectfully,

Bartlett, Lisk & Co.

FORM 2.

Chicago, Ill., Aug. 23, 1902.

Messrs. Pope & Franklin,
New Haven, Conn.

Gentlemen: We are under the necessity of reminding you that your account is now several weeks past due, and as we have especial need of all available funds this month, we trust you will make us a remittance without further delay. If we do not hear from you by the first we will draw on you at sight.

Respectfully,

Bartlett, Lisk & Co.

FORM 3.

Chicago, Ill., Sept. 11, 1902.

Messrs. Pope & Franklin,
New Haven, Conn.

Gentlemen: Not having honored our sight draft, we shall, unless we hear from you without further delay, find it necessary to place your account in the hands of an attorney for collection.

Respectfully,

Bartlett, Lisk & Co.

REQUESTING PAYMENT OF RENT.

Joliet, Ill., July 30, 1902.

Mr. Henry Bolan,
Elgin, Ill.

Dear Sir:—I have waited patiently for your convenience in the payment of rent for the house you now occupy. As, however, you have now been my tenant for three months without meeting any of the payments, which were to be made monthly, I feel obliged to remind you that there is now $70 due me. I trust that you will give the matter your immediate attention.

Yours truly,

R. L. Brownell.

REQUESTING PAYMENT.

Detroit, Mich., Sept. 8, 1902.

John Ruhling, Esq.

Dear Sir:—Inclosed you will find your account. You will greatly oblige me by settling at an early date, as I have several heavy payments to meet.

Trusting that you will excuse my troubling you, I am,

Yours respectfully,

Wm. Jacks.

LETTERS OF INTRODUCTION AND RECOMMENDATION.

Letters of this kind are often of great value to business men. A man should be careful not to sacrifice his honor nor endanger his good reputation by giving a letter of introduction to a person concerning whose true character he is uncertain in any degree. One should not introduce to a friend any person whose acquaintance such a friend would not desire to make.

Be careful what is said in all such letters. Should a letter have the form of a recommendation for credit, then the sender may be held legally responsible for the same.

A person recommending another should be well acquainted with the qualifications and character of the same. The letter should be carefully worded, plain and brief. Whoever gives a letter of recommendation is, to a certain extent, responsible for the character and ability of the person he recommends. It should therefore not have the form nor tone of a letter of credit. To refuse a letter of recommendation is unpleasant, but a duty. To aid in placing an unworthy person in the service of another is an act of dishonesty toward the new employer and the public at large.

INTRODUCING A FIRM.

Kansas City, Mo., June 4, 1902.

Carson, Pirie, Scott & Co.,

Chicago, Ill.

Gentlemen:—The new firm of Wilkins & Everett, which this note is to introduce to your favor, have recently opened a general store in this city. Having been acquainted with the gentlemen of this firm for several years, we take pleasure in saying that we believe them

to be men of strict integrity and of excellent financial ability.

Respectfully,

Billings & Matthews.

INTRODUCING ONE GENTLEMAN TO ANOTHER.

Chicago, Ill., July 10, 1902.

Mr. Frank Baker,
Chicago, Ill.

Friend Frank:

The bearer of this, Mr. L. S. Charles, is a stove dealer in our town, who visits your city for the purpose of making purchases for his fall trade. Any favor you can render him by introducing him to your leading wholesale houses will be appreciated by Mr. Charles, and acknowledged by

Your friend,

E. T. Rundell.

RECOMMENDING A SALESMAN.

New York, N. Y., Aug. 11, 1902.

Chas. Green, Esq.,
Brooklyn, N. Y.

Dear Sir:—We beg to recommend to your notice the bearer, John King, for the past two years a salesman in our house. Mr. King, for personal reasons, is desirous of locating in Brooklyn, and to our regret has decided to leave us. If you have a vacancy in your store you cannot do better than to employ him. While in our employ his affability and uniform courtesy to customers, coupled with his truthful representations in regard to goods, made him a universal favorite. The firm securing his services may be congratulated on their good fortune.

Very truly,

Herman & Parker

RECOMMENDING A BOOKKEEPER.

Cincinnati, O., Aug. 8, 1902.

The bearer of this, Mr. William Linke, having been in my employ for the past three years as bookkeeper, it gives me great pleasure to testify to his ability. He is a good penman and a thorough accountant. His personal character and practical knowledge of business are

such that he would prove a valuable acquisition to any establishment. He leaves my employ voluntarily, with my best wishes.

Thomas R. Browne.

FORM OF GENERAL RECOMMENDATION.

Chicago, Aug. 3, 1902.

To whom it may concern:

I take great pleasure in certifying to the worth and character of the bearer, Mr. Samuel Barrett, of this city. Mr. Barrett is a young man of good family, steady habits, and honest and conscientious in the peformance of every duty. He sustains an excellent reputation among his associates and neighbors, and is highly respected by all. He is possessed of a good education and I feel sure that in whatever employment he may engage he will be found a valuable and reliable assistant.

John L. Moran.

APPLICATIONS FOR SITUATIONS.

Every issue of the daily press contains many advertisements for employees in various industries. As hundreds of persons are also seeking employment, and will apply for the same position in writing, and as the situation, other things being equal, will be given to that individual who writes the best letter, it is of great importance to be able to write a letter elegantly and correctly.

The following forms may be of help to some such applicants:

BOOKKEEPER'S APPLICATION.

Frankfort, Ill., July 25, 1902.

Messrs. F. L. M. & Co., Chicago, Ill.

Gentlemen:—In reply to your advertisement in to-day's issue of the "Herald" for a bookkeeper, I respectfully offer myself as applicant for the position. I have graduated at Bryant & Stratton's Business College of Chicago, and am thoroughly conversant with the system of double entry and commercial correspondence. I enclose copy of testimonial from my late employers, and can also refer you, regarding my character and ability, to the following business men of this city:

Jones Bros., Bankers,
Frank Smith & Co., Merchants.

I shall be glad to furnish you with any additional in-

formation which you may desire, or call upon you for a personal interview.

A. T. Clarendon.

SALESMAN'S APPLICATION.

Cleveland, Ohio, Sept., 4, 1902.

Messrs. Rooney, Macbeth & Co.,
42 State St.,
Chicago, Ill.

Gentlemen:—I saw your advertisement for a salesman in the "Times" of this morning, and would respectfully apply for the position which you offer. I am thoroughly acquainted with the stove and hardware business, having been for the past six years in the employ of C. J. Lawlis & Co. of this city. Inclosed you will find copies of testimonials furnished me by them, etc.,

Hoping to hear from you in reply,

I remain,

Yours respectfully,
Chas. T. Trench.

A BOY'S APPLICATION FOR A CLERKSHIP.

Cleveland, Ohio, July 31, 1902

J. L. Sands,
241 Lake St.,
Chicago, Ill.

Dear Sir:—Having learned that you desire the services of a boy in your commission house, I take the first opportunity to apply. I am sixteen years old and reside with my parents at 44 45th St. Until this time I have attended the Public School, and I send you a certificate of character from my late teacher. I am very willing to accept small wages if there is a good opportunity to acquire business knowledge and a chance of gradual advancement.

Very respectfully,
Chas. Howard.

CANVASSER'S APPLICATION.

Rockford, Ill., Aug. 6, 1902.

Blackton Book Co.,
Chicago.

Gentlemen:—In response to your advertisement in this morning's "Record-Herald" for canvassers on your new work, I would respectfully tender my services. I have had nearly three years' experience in work of this kind,

having been employed by the Wisner Publishing Co., from whom I enclose you a copy of testimonial.

Hoping to hear from you in reply,

Yours respectfully,
G. L. Thompson.

APPLICATION FOR SCHOOL.

Walkerton, Ind., July 8, 1902.

H. Somerfield, Esq.,
Sec. School Board,
Indianapolis, Ind.

Dear Sir:—Having been informed that a vacancy exists in your school I beg leave to offer myself as a candidate for the position. I inclose testimonials and my certificate of examination from the State Board of Education. Should you see fit to engage me, I assure you that I will endeavor to discharge the duties of the position to the best of my ability and I hope to your entire satisfaction.

Yours respectfully,
S. T. Braithwaite.

LETTERS OF APOLOGY.

Letters of this kind should be written as promptly as possible. Always state the reasons why the obligation, was not met. Such failures may become unavoidable but neglect to promptly render an apology is inexcusable and greatly injures a man's credit.

APOLOGY FOR DELAY IN PAYMENT.

Syracuse, N. Y., Sept. 5, 1902.

Joseph Bright,
City.

Dear Sir:—I must beg your pardon for not calling on you yesterday, as per agreement, to pay you that little bill then due. I expected to receive some money for work done, but I have not as yet received the same. I hope, therefore, that you will do me the kindness to wait a few days longer, by which time I hope to be able to pay you in full.

Yours truly,
A. E. Ettlinger.

APOLOGY FOR BREAKING A BUSINESS ENGAGEMENT.

Cleveland. Ohio, July 23, 1902.

Mr. J. H. Jones,
Detroit.

Dear Sir:—I very much regret being compelled to apologize for not attending the meeting of the Royal League last evening as I agreed to do. You will pardon my absence when I tell you that Mrs. Martin was so ill that I could not leave her.

Hoping that the arrangements we anticipated were perfected, I remain,

Yours sincerely,
Chas. E. Martin.

REQUESTING A LOAN.

Sterling, Ill., Aug. 1, 1902.

George Brown,
South Bend, Ind.

Dear Friend:—Circumstances over which I have no control have so shaped themselves that I am unable to meet certain payments coming due the second of next month. Can you favor me with a loan of Eighty-five Dollars ($85.00) on my note at seventy days? By that time I shall be able to return the same, without fail.

Yours very truly,
George Grant.

LETTER OF CONGRATULATION.

Des Moines, Ia., July 24, 1902.

Dear Friend John:

I have just received a little missive which informs me of two happy hearts made one. With all my heart I wish you a long, happy and prosperous married life. May you share with each other many joys and few sorrows. God bless you and yours, and surround you ever with his choicest blessings. Your sincere friend,
John White.

LETTER OF SYMPATHY.

Atlanta, Ga., July 6, 1902.

My Dear Friend:

I have just heard with sincere regret of your illness and write to express my sympathy for you in your afflic-

tion. I am aware that mere words are powerless to soothe pain; however I could not refrain from expressing my regrets.

Hoping that you will speedily recover, I remain,

Your sincere friend,

Walter Green.

CHAPTER II.

Bookkeeping.

Everybody who can write at all writes letters, but take the country through and only a small per cent, a very small per cent, of those who can write, and are in some sort of business, too, keep any sort of account-book, and, of those who do, not many do it in a systematic and thorough way. It is not necessary, ordinarily, to understand all the intricacies of double entry and scientific book-keeping, and it is no part of the present purpose to teach professional bookkeeping—only such accounting as everybody, whatever his mode of life or employment, ought to practice.

There are a great many kinds of blank books to be had, and almost as cheaply as plain paper. It would be well to supply oneself with such book or books of account as would be most convenient, remembering that the great object of bookkeeping is to be able to determine what one is really doing in business, what money he receives and pays out, whom and what he owes and who are owing him, what business he is doing, in detail and in the aggregate, at what profit or loss, as the case may be, and that also in detail and in the aggregate.

Many a poor man finds he is all the time in debt, instead of getting ahead a little all the time, because there is a leak somewhere which he would stop if he could only put his finger on the spot. Many a business man does a large business at a good profit, apparently, but some day wakes up a bankrupt, because there was a defect in his calculations, which a thorough knowledge of his affairs would have disclosed. Had he known about it in time he would have pulled himself together and been saved from failure. Account books well kept must also be well understood. There is no use in having the notations if they are not to be studied and heeded.

The simplest form of bookkeeping is the day-book, or book for the entry of all business transactions in the order of their occurrence from day to day. On one side is the credit amount, on the other the debtor, or, receipts and expenditures. That book wants to be posted or footed every day, week or month, according to the circumstances of the case. The merchant must take off his daily acounts on his ledger every day, but a good many men can afford to figure up less frequently. Common sense must govern and determine this matter.

In trade a cash-book is usually employed for strictly cash deals, and an index is needed for the convenience of reference. In making debtor entry the word "to" is often prefixed, as in making a credit entry the word "by" is employed to avoid mistakes. Here is an example from a country merchant's accounts:

Chicago, Thursday, Sept. 4, 1902.

	Began business with assets and liabilities as below stated:					
	John Doe, Cr.					
1	By cash on hand	300				
	" Stock of Goods as per inventory	700		1090		
	" James Bucklin, owes me on acc't	90				
	Dr.					
1	To amount due John Leslie			50		
2	James Bucklin, Dr.					
	To amount due me as above			90		
3	John Leslie, Cr.					
	By amount due me as above			50		
	Saturday, Sept. 6th.					
4	Jefferson Jones, Dr.					
	To 7 lbs. Coffee at 19c, ...	1	33			
	To 1 lb. Tea		75			
	To 7 lbs.Sugar at 13c		91	2	99	
	Monday, Sept. 8th.					
5	Mrs. Josephine Darwin, Dr.					
	To 1 doz. Paris Hose	4	56			
	To 5 yds. Linen at 50c	2	50			
	To 1 Fancy Fan	2		9	06	
	Tuesday, Sept. 9th.					
6	John Fisher, Dr.					
	To 1 set Harness			28		

6	John Fisher	Cr.				
	By Cash on acc't				16	
	Saturday, Sept. 13th.					
2	James Bucklin	Cr.				
	By Cash on acc't.				50	
	Monday, Sept. 15th.					
3	John Leslie,	Dr.				
	To paid him cash in full				50	
	Tuesday, Sept. 16th.					
10	John R. Samson	Cr.				
	By 103 lbs. Butter at 15c				15	45
4	Jefferson Jones	Cr.				
	By overcharge in price of Coffee p20, 7 lbs. at 2c			14		
	By Cash in settlement		2	85	2	99

The above is a day-book entry. Here follows a leaf from the ledger.

James Bucklin, Dr. Cr.

1902						
Sept.	5	To 17 yds. muslin, 10½	1	79		
"	30	To 1 saucepan	1	00		
Oct.	15	To 10 feet Rubber Hose, 25	2	50		
"	15	To Pipe and Coupling	2	00		
"	15	By Cash on acc't			3	00
Jan. 1903	10	To 1 Cook Stove	18	50		
"	19	To 1 Tin Oven	1	50		
Feb.	1	To 22 lbs. Rope, 20	4	40		
"	16	To 84 yds. Duck, 32	26	88		
"	16	By Cash on acc't			35	00
Mar.	2	To Linen Remnant	1	00		
"	2	To 8 yds. Tow-cloth, 22	1	76		
"	17	By Goat "Billy"			5	00
"	17	By Cash to balance			18	33
			61	33	61	33

In bookkeeping it is customary to use capital letters much more freely than in writing a letter. as will be observed from the foregoing examples. It facilitates the reading over of an account by attracting attention to the chief words of the entry. A Ledger account is generally passed in review and closed once a year. All accounts

should be. The simplest book of business records should be summarized at least once a year. As a guide to that important side of an account book, there is herewith appended Professor Gaskell's directions for closing the Ledger, the application of which to any other and simpler book being obvious as to be safely left to common sense of the individual.

(1) The Trial Balance. If the Ledger is correct, the total debits and the total credits will be the same; hence the trial balance as a test.

(2) An inventory of all goods, etc., unsold, that should go to the Ledger. This is usually made in a separate book, and is termed, "taking account of stock."

(3) We now open two additional accounts in the Ledger, one, Loss and Gain to show all the losses and gains from the different accounts; the other, Balance, to exhibit all the balances, i. e., the resources and the liabilities.

(4) The next step is to carry to the credit of their respective accounts the value of such unsold or other property as has not been credited by sales or otherwise—the Inventories. In business there are frequently several accounts in which the balances unsold, on hand (or accumulated, as in the case of interest), and not shown in the account, that are so treated. For instance: If there is remaining on hand Merchandise to the value of $2,500, that sum must go to the credit of that account. The reason for this is that Merchandise has been debited with all on hand at beginning business, and with all the purchases since; it has also been credited with all sales; it lacks only the value of that unsold, which was charged to the account when it was bought, to show the loss or gain. The words By Balance are used because the unsold goods are a resource. In Interest Account, where interest has accumulated both in favor of ourselves and others, it is better to carry in both, To Balance, the liability, and By Balance, the resource. Thus we have expressed in these the interest we owe that has not been credited.

(5) Begin with all these accounts to which inventory balances have been carried, and close them up first. The difference in the sides, if any, will show a gain or a loss; either that the account has produced more than it has cost, or vice versa. The closing entry (in red ink) expressing the difference, is To or By, Loss and Gain. These finished, take the other accounts in the Ledger not closed, omitting Stock or Partner's Accounts, closing By or To,

Balance, if a resource or a liability, and To or By, Loss and Gain, if there is a loss or a gain; rule, and bring down the totals.

The loss and gain red ink entries in the several accounts are now all carried in black ink to the opposite sides of Loss and Gain, and the "balances" to the Balance Account. When this is done the first will exhibit all the gains and losses of the business under one head, and the latter, all the resources and liabilities.

(6) Loss and Gain Account is now closed in red ink, By (or To) Stock, because the investment has been increased if there has been a gain, or diminished by the loss, and carry this to Stock in black. In a partnership each partner is credited or charged with his proportion.

(7) All the accounts are now closed except Stock and Balance. Take the difference between the sides of Stock Account, and enter in red ink, To or By, Balance. This goes to Balance in black, and completes the process of closing the Ledger.

Red ink is used for all balances that are to be carried to another account. When the entry goes to the other account it is written in black. This rule is purely arbitrary, but very convenient.

It is always good practice for every man to have a private account-book of his own, no matter how many bookkeepers there may be in his business. He wants to know where he, himself, individually stands. As in ordinary conversation it is wise to "keep something to yoursel' ye scarcely tell to ony," so in business have a private ledger. It is unnecessary to give any form, for it would vary according to the business. Only it should be exact and complete, without being cumbered with non-essential details.

Often in litigation account-books are introduced in evidence. Many a successful lawyer has owed his getting on in his profession to his facility in going through and understanding a set of books. An eminent judge once exclaimed in his vexation over his own inability to understand bookkeeping: "Double entry is an invention of the devil to help rascals rob honest men and not get caught at it by the courts." But the difference between single and double entry is not hard to see. In the former the account opened is with the individual only, but in the latter it is also with cash, expenses, bills receivable, mer-

chandise, real estate, stocks, bonds, or whatever things latter into the business transacted.

In that way the book shows all the time what is the condition of every part of the business, just what is being gained or lost on the classes of things purchased and sold, the amount due on notes and bills, as well as from and to persons, the expenses and everything else it is desirable to know. And all this is as simple and as easily arranged by the bookkeeper as the most imperfect system of single entry. It would be almost impossible to do business intelligently on the present scale were it not for double-entry. These diffeent accounts are explained substantially as follows in all text-books on bookkeeping:

CASH ACCOUNT.

This account should show all the receipts and disbursements of cash, and the balance on hand. It is debited with all cash received and credited with all paid out. The difference between the amount that has come in and that which has gone out will be the amount of cash on hand or "balance." The amount of cash on hand should agree with the difference between the sides of the account. The Cash Book should be closed every night.

PERSONAL ACCOUNTS.

All personal accounts show the relation of the individual, company or corporation to our business, whether they owe us, or we owe them. They are debited with all they buy or receive on account, and credited with all we buy or receive from them. The difference between the sides of the accounts will show the balance due us or them. If the debit be the larger, the person or company owes us; if the credit, we owe him or them.

MERCHANDISE.

This account is intended to show the amount paid and received for goods, and the gain or loss resulting from dealing therein. All the merchandise purchased is charged to the account; and all the goods sold, as well as the balance remaining on hand, whenever books are closed, credited. Separate accounts may be opened for different classes of merchandise, such as Dry Goods Account, Groceries Account, or all may go under the title of merchandise.

BILLS RECEIVABLE.

The account shows the notes received by us in the course of business. It is debited with all notes and drafts given us, and credited as these are paid, or endorsements made thereon. The difference between the sides should show exactly the amount due on all negotiable time-bills. These are always debited and credited with the sum expressed on their face; if more or less is received the amount goes to "Interest and Discount."

BILLS PAYABLE.

These are our notes and bills held by other parties. The account is credited when our notes are given, and debited as they are paid. The difference will show the amount of our written obligations outstanding.

REAL ESTATE.

This account is debited with all purchases of real estate, and expenses incurred about it for labor, care, taxes, etc., and credited with all it brings in. When books are closed the value of the real estate unsold is placed to the credit side. The difference shows a gain or loss.

EXPENSE.

This account represents the losses in items of expenditure, such as clerk-hire, rent, gas, coal, etc. All expenses are debited.

INTEREST AND DISCOUNT.

Under this head are debited and credited all allowances for the use of money on notes, drafts, etc., the account shows a gain or a loss. Debit the account when it costs value; credit it when it produces value.

STOCK OR PARTNER'S ACCOUNTS.

The term "Stock" is used to denote the proprietor of the business. In a partnership, the names of each of the persons composing it are used instead. On the credit side of these accounts are placed the sums invested, and on the debit side the debts and the amount drawn out. Gains in business are carried to the credit, and losses to the debit side. This is done when the ledger is closed—generally once or twice a year.

RESOURCES AND LIABILITIES.

A Resource is generally understood to be any kind of property.

A Liability is a debt owed by the business.

LOSSES AND GAINS.

A Loss occurs in business where a less amount of value is received than given in exchange; also when property depreciates.

A Gain occurs where a greater amount of value is received than given in an exchange; also when property appreciates.

NET WORTH OR NET INSOLVENCY.

The Net Loss is found by subtracting the individual gains from the individual losses, or, the net worth at the close from the net worth at the commencement.

As already stated, the object aimed at in his connection is not to furnish a text-book, but hints and guides to a man who, without being a professional bookkeeper, wants to either keep his own accounts in an easy way or to understand the records made by his bookkeeper. The foregoing rules, hints and examples are alike applicable to all grades and kinds of business, frm the wage-worker's personal expense book to the private ledger of the merchant prince. "Know thyself" may well be supplemented by "Know thine own business."

PRACTICAL RULES FOR DETECTING ERRORS IN A TRIAL BALANCE.

Errors of $1, $10, $100, $1,000, etc., have, in all probability been made in the additions either of the Ledger or Trial Balance.

In the case of a large error the amount may have been omitted in the Trial Balance. If the mistake occurred in posting, the Trial Balance will show just that amount out of balance; look, therefore, for that amount in the Journal or Day Book.

In the Cash Book the Cash Balance can never stand on the credit side. In Bill books the balance of Bills Receivable should never be on the credit side, nor the balance of Bills Payable on the debit side of the account.

If in the Ledger the amount has been posted on the wrong side, the Trial Balance will be just twice the amount

out of balance. To find the error look for half that amount in the books.

If the error lies in the dollar or cents column only, then the columns to the left need not be re-added.

POINTS OF LAW ON BOOKKEEPING.

Any original entry in a Day Book or others is evidence of sale and delivery of goods or work done.

The entry should be made when the goods are ready to be delivered.

Such entries must be made by the proper person and without interlineation or alteration. If mistakes are made they must be corrected by marking the wrong entry void and making a correct one and an accompanying explanation.

Each item of any account must be given separately; no general charge is accepted as evidence.

If Brown guarantees that Smith will pay a certain bill of goods, then the goods must be charged to Brown; but if Brown guarantees only the account of Smith, of a past date, then such guarantee must be in writing.

In order to collect a debt from a person at a distance upon the evidences of a book account, a copy of such account, accompanied with an affidavit that the account, is correct and just, and that the person named as debtor is not entitled to any credits not mentioned in the account, must be sent. If such an affidavit is properly sworn to then it will save the trouble of producing or sending the book.

CHAPTER III.

Debts.

Goods are bought on credit, to be paid for at a definite or indefinite future time. Labor is employed, to be paid for at certain future periods. Lands, houses and other property are purchased under contract of future payment. Money is borrowed, under notes, mortgages or other securities, and many other transactions in business and trade call forth occasions or present temptations to contract debts.

SUGGESTIONS FOR AVOIDING DEBTS.

(1) Do a strictly cash business. Better small profits and quick sales, than large profits and long credits.

Mark your goods as low as possible and adhere unswervingly to your cash principle. This is best for buyer and seller. It avoids collections and prevents losses. It saves the time and labor of keeping accounts. This enables the seller to sell cheaper and the buyer to buy for less than on credit.

(2) Cautions. Goods sent abroad should be paid for before the purchaser takes possession.

The time of credit should be as short as possible and the bills collected when due. When working for others collect your wages weekly or monthly, in accordance with the agreement to pay, unless your employer is quite responsible, thus making your dues safe.

In renting lands or houses a duplicate lease should be made, one for each party, the rent paid promptly when due, at the house or business place of the landlord, and the payment credited on the back of the lease.

In receiving or making payments, a receipt should always be made out; it is a voucher and may save trouble.

Hotel and boarding house keepers cannot be too prompt and strict in collecting their dues as their customers are mostly transient, making forced collections sometimes impossible.

Never loan money without requiring a note or a due bill, if the amount is small; this is safest even between trusted friends.

When the loan is large, have the note secured by a mortgage on real estate; but see to it that the same is not encumbered by previous claims which would render your security worthless. It is safest to require an abstract of title and then have your mortgage recorded immediately.

This precaution should also be observed where a chattel mortgage is taken on personal property.

If a small amount of money has been loaned without security, and it can apparently not be collected without legal process, it may be best to drop the matter and consider the loss as so much paid for a lesson in business prudence.

FIRST STEPS IN MAKING COLLECTIONS.

These depend very much upon circumstances. The debtor may have met with reverses or a misfortune, rendering him unable to pay at the time specified, and deserves patience; others may be careless and need a sharp reminder; a third party, inclined to be dishonest,

may need close watching. Thus discretion is necessary as to the form and tone of the letters requesting payment. For letter forms illustrating the first efforts in making collections, note the following:

FORM 1.

Chicago, Ill., Sept. 12, 1902.

Brown & Smith,
San Francisco, Cal.

Gentlemen:

Enclosed you will find a statement of your account for the past month which we think you will find correct. Please examine the same at your earliest convenience and oblige us by sending your check for the amount.

Respectfully,
Powers, Jones & Co.

FORM 2.

Chicago, Ill., Sept. 12, 1902.

Brown & Smith,
San Francisco, Cal.

Gentlemen:

We are under the necessity of reminding you that your account is now long past due, and as we have especial need of all our available funds this month we trust you will mke us a remittance without further delay. If we do not hear from you by the first we will draw on you at sight.

Respectfully,
Powers, Jones & Co.

FORM 3.

Chicago, Ill., Sept. 12, 1902.

Brown & Smith,
San Francisco, Cal.

Gentlemen:

Not having honored our sight draft, we shall, unless we hear from you without delay, find it necessary to place your account in the hands of an attorney for collection.

Respectfully,
Powers, Jones & Co.

LEGAL STEPS IN COLLECTIONS.

No other motive except the question "Will it pay?" should induce the creditor to legally enforce payment. A mere feeling of retaliation or of getting satisfaction has no place in business.

Before resorting to the power of the law it is well to ask the following questions:

(1) Have all reasonable and peaceful efforts been made to induce the debtor to make payment?

(2) Is the amount sufficient to warrant the expense involved in the legal process?

(3) Has the debtor more property than the law allows him by way of exemption?

(4) What does the law exempt?

Then all peaceable means have been exhausted and the debt is not paid it then becomes necessary to collect it, if possible, by legal process.

If satisfied that the debt can be collected, then the account should be placed in the hands of a Justice of the Peace, unless it is larger than comes within his jurisdiction. This amount varies in different States, as shown by the following table:

FORM OF SUMMONS 2.

The wording of this summons will be somewhat as follows:

State of..... } ss
.....County, } .....

The People of the State of....., to any constable of said County, Greeting:

You are hereby commanded to summon S. K. to appear before me at..... on the..... day of....., at .....o'clock....M., to answer the complaint of M. S. for a failure to pay him a certain demand not exceeding....., and hereof make due return, as the law directs. Given under my hand this..... day of....., 19....

William Smith.

In case the party is absent or refuses to hear the summons the constable may read it to some member of the family of ten years or upward and leave a copy of the same. A summons is usually served at least three days before the trial is to take place. Upon the serving of the summons the debtor may pay to the constable the demand of the debt and costs, taking his receipt for the same, which will satisfy the debt and prevent all further costs.

THE JUDGMENT.

If at the time set for trial both parties appear and are ready for the same the Justice proceeds with it and

determines the matter in controversy. His determination is called the judgment. The judgment can be rendered if the defendant does not appear at the trial.

THE EXECUTION.

The judgment being obtained, the plaintiff may now enforce payment. This process is called execution. It consists in a writ commanding the constable to seize sufficient of the property of the defendant "which is not exempted by law" to satisfy the claim and costs and to sell the same and bring the money into the court to be paid to the plaintiff. The constable then proceeds to do this, and if he succeeds in finding such property, seizes it, sells it at auction, and brings the money into court.

ATTACHMENTS.

Cases may arise where the legal process by summons, judgment and execution works too slowly, and the dishonest debtor may get away before payment can be enforced. Others who are disposed to defraud, secrete, conceal, assign or remove their property beyond the reach of the law. To prevent such evasion the law provides a short process to get possession of property owned by them; this is called attachment.

HOW AN ATTACHMENT IS OBTAINED.

The causes justifying an attachment are various; the creditor must affirm by oath that the debtor intends to defraud him by removing his property and departing beyond the reach of the law. In the affidavit is stated the amount of the debt, that the same is just, is due, unpaid, and giving one or more reasons why the attachment should be issued.

Usually the attachment is not issued until the debt is due, but in some states it is issued before if it can be shown that the debt would probably be lost unless an attachment is secured at once.

THE CREDITOR'S BOND.

In order to secure the costs and the debtor against all damages in case the attachment is improperly issued, the creditor securing the same must give a bond, usually double the amount claimed.

THE WRIT.

Makes it the duty of the officer to at once seize sufficient property of the debtor to satisfy the claim (excepting such as is exempt from execution) and to hold the same until the plaintiff can get judgment and seize is upon execution. Property of the debtor in the hands of a third party may also be seized.

THE REAL OBJECT OF THE ATTACHMENT.

Is to hold sufficient property of the debtor to satisfy the debt until the creditor can get judgment. When the property has been seized the summons is served, and if the case is properly proved judgment is obtained in the ordinary way. After this the creditor takes out his execution, makes a levy upon the property attached, and out of the proceeds satisfies his debt.

Each state has its own attachment laws and since officers of the law must be engaged to obtain the attachment there need be no difficulty in the details of the procedure.

GARNISHMENT.

In the course of collection of debts it sometimes happens that while the defendant himself may have no property in his possession upon which an attachment can be made some other person may have in his possession property belonging to the debtor or may be indebted to him. In such cases the plaintiff can proceed against this third party, who is called the garnishee, just at against the original debtor, although in some a certain amount of money is exempt and cannot be garnisheed.

ATTACHING THE BODY.

If under an attachment the officer returns "no property found," but the plaintiff is convinced that the defendant has property concealed, with the intention of defrauding him, and believes he is in danger of losing his claim, unless the debtor is held to bail, several States empower the Justice to issue a capias for the arrest of the debtor. A capias is issued usually only as a last resort, when it appears that the claim can only be collected by arresting the defendant.

PERSONS WHO CANNOT BE ARRESTED.

The Constitution of the United States prohibits the arrest of Members of Congress and Electors while on

duty, except for treason, felony and breach of peace. In many States the militia, while attending musters or while on a journey; so also attorneys and counselors at law, judges, sheriffs, and all other officers of the several Courts, also witnesses and other persons necessarily attending Court are exempt from arrest except for felony, etc.

REAL ESTATE HELD FOR DEBT.

When under an execution no personal property can be found with which to pay the debt and it is known that the debtor possesses real estate enough to meet the claim, then certain States allow the Justice to certify to the Clerk of the Circuit Court a transcript of the judgment. This when filed by the Clerk becomes a lien upon the real estate of the debtor. The Court can then issue an execution and the property be sold for payment of the debt and costs.

RIGHT TO APPEAL.

If all legal steps have been properly taken in a trial before a Justice or jury and the decision is that the debtor must pay the claim, he can then appeal to the next higher tribunal, which is the Circuit Court, District Court, Court of Common Pleas or others.

Before an appeal is allowed the defendant must give a bond, signed by one or more responsible persons, to a sum twice the amount of the claim, to cover the debt and all costs in case he is beaten.

If the defendant loses his case also in this Court then he can carry it to the Supreme Court of the State, where the matter generally ends, though the way remains open for him to appeal to the Supreme Court of the United States. A bond twice the amount of the debt and the costs accumulated by the successive trials up to this time is required before an appeal from one court to another is granted, as from the first.

WHEN AN AMOUNT BEYOND THE JURISDICTION OF A JUSTICE

is to be collected the case must be brought before the Circuit Court, District Court, Court of Common Pleas, or a Court of similar character. There the Clerk issues the summons, the sheriff or his deputy serves it and the case is usually tried before a jury of twelve men at the next term of Court.

DELAY IN FORCED COLLECTIONS

Since the defendant can promptly defend his case and if beaten apply to a higher Court he can thereby delay payment of the original debt for one or more years. But as each appeal increases the costs they soon become heavy and but few persons are able or willing to bear them. A debtor will generally pay the debt in the earlier part of the prosecution, unless he believes himself wronged, or for other reasons refuses to do so.

COST OF COLLECTIONS BY LAW.

The first questions that should properly be asked, before resorting to or before submitting to collections by law, are: What will it cost? Will it pay? The actual cost cannot definitely but only approximately be foretold, and only in so far as the amount of the fees are fixed by law.

If the amount and the intricacies of the case are such that it is though best to employ a lawyer a day or two, his charges will probably range from ten to twenty dollars.

If the plaintiff gains the case the debtor must pay all the costs. If the justice or jury decides against the plaintiff, declaring no cause for action, then the plaintiff must pay the cost of the suit.

The following fees of an ordinary suit do not vary in the different States:

Docketing the suit	$0.25
Issuing summons	.25
Constable for serving summons	.35
Each mile traveled by constable in serving summons	.05
Justice fee for entering up judgment	.25
For discharge of docket	.25
Fee of justice for hearing statement and giving decision	2.00
Total	$3.40
Witnesses are allowed 50 cents a day, say two witnesses	$1.00
Justice for issuing subpœna of witnesees at 25 cents	.50
Constable for serving each subpœna at 25 cents	.50
Constable for mileage and administering oath to witness about	.50
Total	$5.90

If tried by jury, each juryman is allowed 50 cents; 12 jurymen	$6.00
For entering verdict of jury	.15
Constable for waiting on jury	.50
Entering satisfaction of judgment	.10
Approximate cost of trial without attorney before a justice if settled there	12.65
If an attorney is employed, say fee	15.00
Total	$27.65
If debtor does not settle, fee for execution	$0.50
Fee for constable for serving and returning execution	.50
Advertising property for sale	.50
Commission on sales, not exceeding ten dollars, 10 per cent.; if more, 5 per cent.; property sales, say $50, commission	2.50

Total cost of legal process ending in execution $31.65
Total cost of suit involving, say a debt of $50.

If the case is settled without effecting the sale under execution, the cost connected with the execution is one-half of what is stated above. Add to this the time lost, to say nothing about the moral effect, and the question, "Will it pay?" is pretty well answered.

CHAPTER IV.

Banking and Banking Rules.

Make your deposits in the bank as early in the day as possible and never without your bank book.

Always use the deposit tickets furnished by the bank. When checks are deposited, the banks require them to be indorsed, whether drawn to his order or not.

Do not allow your bank book to run too long without balancing. Compare it with the account of the bank.

Write your signature with the usual freedom and never vary the style of it.

Draw as few checks as possible; when several bills are to be paid draw the money in one check.

Every check is paid by the bank at its own risk. If forged the bank must lose the amount.

If a raised check is paid by the bank, it can only charge the depositor the amount for which he drew.

Always keep your check book under lock and key.

In filling your checks do not leave space in which the amount may be rased. Always fill the space with a dash. Use words instead of figures.

Chicago, July 27, 1902. *No. 31.*
The American Trust and Savings Bank,
of Chicago.
Pay to the
order of M. E. Jones, $600.00
Six Hundred Dollars.
W. E. Clarke.

BANK DRAFT.

No. 42. *Traders National Bank, of N. J.,*
$800.00 *Newark, N. J., July 23, 1902.*
At sight pay to the order of W. E. Smith Eight Hundred Dollars, and charge same to our account.
W. E. Dunlap, Cashier.
To First National Bank Ind.

JOINT AND SEVERAL NOTE.

$300.00 *Henderson, Mich., July 4, 1902.*
Four months after date, we, or either of us, promise to pay Andrew White, or order, ...
Three Hundred Dollars. .....Dollars
Value received. 100
C. E. Collins.
No. 25. *R. E. Hunt.*

THE DEPOSIT TICKET.

The deposit ticket is a blank form from which the customer fills out so as to show the date, the amount and kinds of funds deposited.

DEPOSIT TICKET.

Deposited in First National Bank.
By R. R. Small.
Chicago, July 23, 1902.

Currency	$700.00
Checks, Chas. Brown	75.00
W. E. Strong	30.00
	$805.00

THE PASS BOOK.

If money is deposited in a bank to remain there for an indefinite time, the depositor receives a certificate of deposit, but if he wishes to draw out frequently the banker furnishes him a pass book in which are entered the date and the amount drawn out. From time to time they are balanced, showing the amount of deposit there is in the bank.

Dr. Second National Bank in account with J. E. Jones. Cr.

		1902				1902		
July	18	To cash	$700.00	Feb.	12	By check	$250.00
"	18	"	500.00	"	18		300.00
"	19	"	850.00	"	25		450.00
Aug.	3	"	200.00	March	2		500.00
						Balance	850.00
			$2,250.00				$2,250.00
March	2	To Bal.	850.00				

THE CHECK BOOK.

The check book contains the blank orders or checks with a margin on which to write date, amount and to whom the check is given. When filled out the check is taken to the bank, while the memorandum remains in the book.

No. 1
Date June 23, 1902
Favor of E. M. Jones.
For Merchandise.
$500.00

No. 1 *Chicago, July* 23, 1902.
First National Bank.
Pay to E. M. Jones or order,
Five Hundred $\frac{00}{100}$ *Dollars.*
$500.00 *E. F. Clarke.*

No. 2
Date Feb. 9, 1902
Chicago Tribune
For Advertising.
$200.00

No. 2 *Chicago, July* 24, 1902.
First National Bank.
Pay to the Chicago Tribune.
or order, Two Hundred $\frac{00}{100}$ *Dollars.*
$200.00 *E. E. White.*

No. 3
Date June 24, 1902.
William Stewart.
Clerk hire.
$60.00

No. 3 *Chicago, July* 24, 1902.
First National Bank.
Pay to William Stewart, or
order Twenty Five Dollars.
$25.00 *R. E. Forbs.*

WRITING, ACCEPTING AND TRANSFERRING DRAFTS.

A draft is a written order by one person on another for the payment of a specified sum of money.

The one who writes the draft is called the drawer, the one on whom it is written is called the drawee, and the one to whom it is to be paid is called the payee.

Drafts drawn at sight or on demand are not presented for acceptance, but for payment only.

Drafts are negotiable both before and after acceptance.

Drafts may be made payable at sight, on demand, or at a certain time after date, or after sight.

Drafts may be drawn to one's own order, and then indorsed in favor of the party to whom they are to be sent.

When acceptance or payment is refused, the draft is protested, in which case the drawer and indorser are held liable for payment.

A protest is a formal declaration made by a notary public, under his hand and seal, at the request of the holder for non-acceptance or non-payment, and the parties liable are formally notified.

The person drawn upon is under no obligation to the holder of the draft unless he accepts it.

The usual method of writing an acceptance is to write across the face of the draft with red ink the word accepted, following with date and signature.

In buying a draft at the bank it is always best to have it made payable to yourself, and then indorse it in favor of the party to whom you intend to transfer it. This gives you a good receipt for your money.

A promise to accept a draft will be equivalent to an acceptance, if it has given credit to the bill.

Should the person upon whom the draft is drawn die before it was accepted it should be presented for acceptance to his legal representatives.

Drafts on foreign countries are usually drawn in sets of three, each one referring to the other two, in order to prevent loss in transmission. They are sent by different routes, and the payment of one of them cancels the three.

FORMS OF DRAFTS.

DRAFT TO MY OWN ORDER.

$300.00 Madison, Wis., July 21, 1902.

Twenty Five days after sight pay to my own order Three Hundred Dollars, and charge to

W. E. Jones.

To H. R. Powers,
Madison, Wis.

SIGHT DRAFT.

$300.00 Henderson, Mich.

At sight pay to the order of Henry Hosmer Three Hundred Dollars, and charge to the account of

G. E. Smith.

To Henry Brown,
Chicago, Ill.

TIME DRAFT.

$60.00 Belvidere, Ill., July 2–02.

At twelve days sight pay to the order of J. J. Hardin of South Haven Bank Sixty Dollars.

C. E. Black.

Value received.

E. I. Burrows,
Rockford, Ill.

TIME DRAFT, SECOND FORM.

$500.00 Newark, N. J.

Fifteen days from date pay R. E. Powers, or order, Five Hundred Dollars, value received.

James Clark.

To A. B. Heller,
Newark, N. J.

ACCEPTED DRAFT.

$25.00 Henderson, Mich., July 24, 1902.

July 5, 1902, pay to bearer Twenty Five Dollars, and charge to

R. E. White.

To S. E. Snow,
Calumet, Mich.

(Written across the face) Accepted R. E. White.

BILLS OF EXCHANGE.

A Bill of Exchange in common language is a draft whose drawer and the person drawn upon live in different countries, and which is therefore drawn in one country and paid in another. The rules governing Drafts and Bills of Exchange are generally the same.

Foreign Bills of Exchange are often drawn in triplicate, that is three alike, except that they are numbered first, second and third. If the first, which is usually kept by the purchaser, to be presented by himself for payment at the foreign bank, is lost, then the second or third, being sent by mail, may be used. The payment of one cancels the other two.

The bank selling a Bill of Exchange having money deposited in a foreign bank orders the bill cashed there. In this way travelers are saved the trouble and the risk of carrying large amounts of money with them. Merchants engaged in foreign trade also find them very convenient and make all their payments through Bills of Exchange.

BANK DISCOUNT.

Discount is a certain percentage deducted from a note or debt for the payment of the same before it is due.

Bank discount is simple interest on the principle taken in advance, and in most states is reckoned for three days more than the specified time.

In discounting a note which is drawing interest the discount must be reckoned on the amount or value of the note when due.

The interest for the full time must be added to the deeds, or present worth.

CHAPTER V.

Commercial Papers.

DEMANDING PAYMENT.

Time of Demand. When a note or draft becomes due its payment should be made at the proper time. But no demand is necessary to make the maker of a note or the acceptor of a draft responsible. For instance, the owner may have ascertained beforehand that the note or draft would be paid. He may sue them as soon as the paper is due without demanding payment.

With indorsers the rule is different. To make the indorser of a note, or the indorser or drawer of a draft responsible, the paper must be presented and payment demanded of the maker or acceptor on the very day when it becomes due.

The maker of a note and the acceptor of a draft are the primary debtors, the others are sureties, and are entitled to have the demand made of the primary debtors first, even though it is known that they will refuse to pay.

Regarding Checks. Demand of payment should be made as soon as possible. The drawer is not discharged by any delay, unless he can show that he was injured by it, as by the bank's failure in the meantime, but the indorser is discharged, unless it is sent to the bank for payment before the end of the next day after the person to whom he indorsed it receives it.

Place of Demand. If the name of a bank or any other place is mentioned in the paper demand should be made there.

By Whom. The owner or anyone acting for the owner may make demand and send the notice. Banks often do it for those who keep accounts with them. Usually the owner or his agent notifies all the parties on the paper, and this is the most businesslike as well as the most prudent way. This renders all parties responsible to him, and each responsible to each other in their order.

Possession of Paper. The party making the demand should have possession of the paper, for the debtor can insist on having it delivered to him when paid.

Protest. If demand is legally made and payment is refused the paper must be protested and the proper parties notified. This is commonly done by an officer called a Notary Public, to whom the owner delivers the paper for that purpose. The Notary then usually draws up a certificate showing that what he has done, and attaches it to the note or draft. On all commercial paper, except foreign bills of exchange, anyone may make the demand and serve the notice. On foreign bills it is better to employ a Notary.

LAWS REGARDING LOST NOTES OR BILLS.

General Law. A note payable to bearer, coming before it is due to one who purchases it believing that the seller has the right to sell it, belongs to him, though stolen from the true owner.

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Bond. If the maker should refuse to pay a note or bill which has been lost, he may by law be compelled to pay it, but it would be necessary for the party collecting it to give bond, to protect the maker from all futher claims, on account of the lost paper.

Proof. It is necessary to prove that the note has been given by a certain party or parties, and up to date not paid. The maker of the note can compel the holder of the same to give evidence that the amount promised therein has not been paid.

Informal Notes. Although informal notes are regarded with suspicion, they may be collected. Any form of a written promise to pay a certain amount is regarded as an evidence of an intention to do so and will stand test of law.

Caution. Before letting the maker of a note know that it has been lost, secure if possible his acknowledgment of the amount of said note in the presence of disinterested parties, because it may afterwards be difficult to secure sufficient evidence to establish the debt.

Toledo, Ohio, Aug. 5, 1902.

$26,000.

Received of William C. Thorne twenty-six thousand dollars in full payment for a certain note given by said Henry E. Gray, dated Apirl 19, 1902, calling for twenty-six thousand dollars; which said note is lost, destroyed, or mislaid, and this receipt is a guarantee against future demands of said note.

Sam T. Brookman.

N. B. Better never lose a note.

TRANSFER OF COMMERCIAL PAPER.

Transferring Legally. Commercial paper is usually transferred before it matures, and the innocent holder is protected by law in his possession. Even though he bought it from a party who has stolen, found, or procured it by fraud, it nevertheless belongs to him, provided he did not know that it had been obtained illegally.

Usual Method of Transferring. Papers are commonly transferred by the seller placing his name on the back of the note or bill. By this the indorser agrees to the amount if the maker fails to do so, and if properly notified when the paper is due and not paid, he is held responsible.

Void Paper. If a paper is void where it is made it is everywhere void. A party who indorses a void paper over to an innocent holder is bound by his indorsement.

Buying Defective Notes. If you purchase a note and are aware of any defects in it, or if there is anything suspicious about it, you buy at your own risk.

A Transfer After Maturity. Papers may be transferred as readily after maturity and in the same manner as before maturity, but the purchaser takes it at his own risk. It is subject in his hands to any defenses that may have existed against it in the hands of the one holding it when it became due.

Claims of an Innocent Holder. If an innocent holder of a paper has paid its value before it became due, he can hold both the maker and the indorser for payment.

LAWS REGARDING FORGED PAPER.

Forgery is the Fraudulently Making or Altering a Written Instrument. An indorsement is itself a written instrument and therefore if any one having or finding a piece of commercial paper made payable to the order of some one else should indorse it in his name without authority to do so, and with a fraudulent intent it would be forgery.

Any material alteration made, with intent to defraud, on a true instrument is forgery. Thus if the amount in a check were written thus, $70.00, a forgery might be committed by merely erasing the dot.

A Forged Instrument. A forged instrument is not commercial paper. Being false, it represents neither a contract nor property, and no rights are gained by its possession or transfer.

The Responsibility. One whose name is forged cannot be made responsible. The act is not his, and one certainly should not be held responsible for another's acts which are entirely unauthorized.

If your name is forged as the drawer of a check, and the bank believing it genuine pays it, the bank must lose the amount. It makes no difference how careful or honest one is who takes commercial paper, he must always take the risk of its being a forgery.

Payment Under Mistake. Money paid under mistake must be refunded. One whose name is forged not only need not pay but even if he should himself be deceived by the skillfulness of the forgery, and should pay, he may nevertheless recover his money from the one to whom he paid it.

Exceptions. There are, however, two important exceptions to the rule of proceding. They both relate to the case where a person drawn upon has recognized the

paper as genuine either by paying it or accepting, or (in a check) certifying it, for a bona fide owner. The cases are (1) where the drawer's name is forged and (2) where the acceptance (in a check certification) is forged. If in these two cases the person or bank drawn upon accepts or certifies or pays, they must stand by the act. The reason for this is the convenience for business.

Transfer. Since forged paper is in reality nothing but a piece of waste paper, one who sells it to another in reality sells nothing except so far as it is genuine, even though both believe it genuine. Therefore one who buys forged paper may recover what he loses by it from the one from whom he buys it, because it is money paid under mistake.

Raising Amount. Paper is frequently forged by erasing the amount named in the genuine instrument and inserting a larger one. It is then perfectly valid as to the original sum, but wholly void as to the excess. Example: If a check is drawn for "4.00" and by erasing the dot the amount is raised to "$400" the signer of the check will only be held for "$4.00" and whoever takes the check for $400 loses the $396, unless of course, it can be recovered from the forger.

Caution. Never buy a paper unless you are absolutely certain that it is genuine and a valid contract in every respect.

LEGAL BUSINESS FORMS

COMMERCIAL LAW.

Law is a direction from the governing power of a country to its inhabitants, telling them what they must or must not do. Every civilized nation has a system of written laws, as no nation could exist without a system of laws of some sort.

Mercantile law is that branch of law which governs mercantile transactions of any kind. The general principles of law are everywhere founded on the same considerations, and are identical. This is especially true of commercial or mercantile law. The very nature of commerce and trade compelled business men of different lands to adopt similar customs and modes of doing business. Their usages and customs have become almost identically the same in all parts of the civilized world, and are therefore recognized as binding law by the courts, and in many cases are confirmed and defined by special statutes.

It is therefore of practical value to give to business men a collection of useful rules and principles of legal forms, the application of which is not confined to any locality. Such a collection is given in the following pages:

Sources of law in every State, arranged in the order of their relative authority.

1. The United States Constitution.
2. The laws of Congress, upon subjects named in the U. S. Constitution.
3. The Particular State Constitution.
4. The Statutes of the State.
5. The Common Law.

AGREEMENTS.

An agreement is in substance a contract in accordance with which individuals, singly or collectively, agree to perform certain duties within a specified time.

In connection with all matters concerning which a difference of opinion or misunderstanding may arise, it is very important that agreements or contracts be plainly and fully reduced to writing, whereby frequently a long and expensive law suit may be saved the parties to the agreement.

An agreement for which there is no consideration cannot be enforced at law. The consideration need not be entirely adaquate, but it must have some real value.

An agreement should state explicitly the time within which the conditions are to be complied with.

Misrepresentation, fraud, or changing of the date renders an agreement void.

It is advisable in drawing up a written agreement to have it signed by a witness; such witness, however, need not know the contents of the document.

An agreement had better be drawn up and signed with pen and ink. Signatures made with pencil are good in law, but it is advisable to have them written in ink.

Duplicates should always be made of an agreement, and each party retain a copy.

AGREEMENT FOR SALE OF PERSONAL PROPERTY.

This agreement, made the fifth day of August, 1902, between John Meyers, of LaSalle, County of LaSalle, State of Illinois, of the first part, and Fred Brown, of

Chicago, Cook County, State of Illinois, of the second part:

Witnesseth that the said John Meyers, in consideration of the agreement of the party of the second part, hereinafter contained, contracts and agrees to and with the said Fred Brown, that he will deliver, in good condition, at the City of Piper City, Ill., during the month of September, of this year two thousand bushels of corn, in the following lots and on the following specified terms; namely, three hundred bushels by the 21st of August, two hundred and fifty additional bushels by the 30th of August, one hundred bushels more by the 3rd of September, and the entire two thousand to be delivered by the 20th of September.

And the said Fred Brown, in consideration of the prompt fulfillment of this contract on the part of the party of the first part, contract to and agree with the said John Meyers to pay for said corn at the rate of sixty cents per bushel, for each bushel as soon as delivered.

In case of failure of agreement of either party it is hereby agreed that the party so failing shall pay to the other Sixty-Five Dollars as fixed and settled damages.

In witness whereof we have hereunto set our hands, the day and year above written.

AGREEMENT FOR HIRING A WORKMAN.

Memorandum of agreement, made this 6th day of August, A. D. 1902, between John Smith and Chas. Jones.

The said John Smith agrees to serve Chas. Jones as foreman in his business as carpenter, in the City of San Francisco, Cal., for one year from this date, at a salary of two thousand dollars per annum, payable in equal monthly payments on the last day of each month by said Chas. Jones. And the said John Smith agrees to devote all his attention and skill to the business and superintend the same, under the direction of Chas. Jones, as they may from time to time be given him, and at all times to furnish Chas. Jones with any desired information concerning the business.

AGREEMENT WITH CLERK FOR SERVICES.

This Agreement, made this sixth day of August, one thousand nine hundred and two, between Wm. Horn, of Streator, County of LaSalle, State of Illinois, party

of the first part, and Ben Knapp, of Tonica, County of Clay, State of Illinois, party of the second part:

Witnesseth, that said Ben Knapp agrees faithfully and diligently to work as clerk and salesman for the said Wm. Horn, and during the space of one year from date hereof, should both live such length of time, without absenting himself from his occupation; during which time he, the said Ben Knapp, will carefully and honestly attend, performing all duties as clerk and salesman, in all respects as directed and desired by the said Wm. Horn.

In consideration of which services, so to be rendered by the said Ben Knapp, the said Horn agrees to pay said Knapp the sum of One Thousand Dollars ($1000) annually, in monthly payments, each payment to be made upon the fifteenth day of each month.

In witness whereof, we have hereunto set our hands and seals, this sixth day of August, A. D. 1902.

Wm. Horn [Seal.]
Ben Knapp [Seal.]

AGREEMENT FOR HIRING A FARM HAND.

Know all Men by these Presents:

That James B. Vaughn agrees to work faithfully for Frank White, as a general laborer on his farm, and to do any work that he may be called upon to do in connection therewith, in the township Ophir, County of LaSalle, and State of Illinois, for the period of two years, beginning the first day of September, next, 1902, for the sum of Thirty-Five Dollars per month.

In consideration of the service to be performed, the said James Vaughn agrees to pay Frank White Thirty-Five Dollars per month.

In Witness Whereof, the said parties have hereunto set their hands this sixth day of August, 1902.

James B. Vaughn.
Frank White.

AGREEMENT TO CULTIVATE LAND ON SHARES.

This Agreement, made this sixth day of August, A. D. 1902, between Thoms. Scanlan of the town of Sue Falls, County of Clinton, State of Dakota, and Henry King of Joliet, County of Cook, State of Illinois, party of the second part, Witnessed that the said Thoms, Scanlan will, on or before the first day of November, break,

properly prepare, and sow with wheat the forty acres belonging to and lying north of the dwelling place of the said Henry King, in the town of Joliet.

That one-half of the seed wheat shall be found by said Henry King. That when said crop is in proper condition, the said Thoms. Scanlan will cut, harvest, and safely house it in the barn of Henry King. That he will properly thresh and clean the same. That he will deliver one-half of the said wheat to the said Henry King at his granary, on or before the fifteenth day of December, 1902.

Witness our hands and seals.

Thoms. Scanlan [Seal.]
Henry King [Seal.]

Signed, Sealed and delivered
in the presence of
Thomas Oliver.
James Byers.

ACKNOWLEDGEMENTS.

An acknowledgement is the assent of a person that any document to which his name is affixed is true in fact, or that it is a voluntary act on his part, in transferring property or any personal right to another. It must always be made before a competent legal authority as the law requires.

The law makes it obligatory upon persons who give deeds for lands, or mortgages on property of any kind, to acknowledge the execution of the paper, so that it may be properly recorded.

On any legal document, an unmarried person's signature alone is sufficient, but if married then both husband and wife should sign it.

EXAMINING WITNESSES TO A DEED, ON OATH, UPON THE BIBLE.

You do solemnly swear that you will true answers make to such questions as shall be put to you in regard to the parties to the deed here shown to you, and the execution thereof, so help you God.

HOLDING UP THE RIGHT HAND.

You do swear, in the presence of the ever-living God, that you will true answers make to such questions as

shall be put to you touching the parties to the deed shown to you, and the execution thereof.

A SINGLE GRANTOR'S ACKNOWLEDGEMENT.

State of Dakota, } ss.
County of Clinton }

I, John Feeney, a notary public for and within said county, in the said State aforesaid, do hereby certify that George Webster personally known to me as the real person whose name is subscribed to the foregoing deed as having executed the same, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument in writing as his free and voluntary act, for the use and purpose therein set forth.

Given under my hand and seal of office, this sixth day of August, A. D. 1902.

[Notarial Seal.]

JOHN FEENEY,
Notary Public.

ACKNOWLEDGEMENT BY HUSBAND AND WIFE,

State of Illinois, } ss.
County of LaSalle, }

Before me, Edward Blake, a notary public for and within said county, in the State aforesaid, appeared the above named Oscar Brooke, and Mary Brooke, his wife, both personally known to me as the real persons whose names are subscribed to the within conveyance, as having executed the same, and acknowledged that they signed, sealed. and delivered the same for purposes therein mentioned.

And the said Mary Brooke, having been by me examined, separate and apart, and out of hearing of her husband acknowledged that she executed the same freely, and without any fear or compulsion of her said husband.

Given under my hand and seal of office, this sixth day of August, A. D., 1902.

[Notary Seal]

EDWARD BLAKE.
Notary Public.

AFFIDAVITS.

A written statement of facts under oath or affirmation is called an affidavit. Affidavits may be made in law suits or independently of legal proceedings to verify certain facts. They must be made in the presence of an

officer qualified to administer an oath, as a justice of the peace.

Amendment to the affidavit may be made by the order of the court, and the document must be sworn to. A counter affidavit is one made in opposition to affidavit already made.

GENERAL FORM OF AFFIDAVIT.

State of California.
Sutter County, City of San Francisco, } ss.

John Monroe, being duly sworn, deposes and says (or alleges and says): That—(Here set out in full and accurate language the matter to be alleged.)

[Seal] JOEL ROGERS.

Sworn (or affirmed) before me, this seventh day of August, A. D., 1902. Oscar Mason, Justice of the Peace. (If the affiant is unable to read, the subscription should be as follows:)

Subscribed and sworn to before me this seventh day of August, A. D., 1902, the same having been by me (or in my presence) read to this affiant, he being illiterate (or blind), and understanding the same.

(Officer's signature and title.)

AFFIDAVIT OF ACCOUNTS.

State of California,
Humboldt County, } ss.

Before me, the undersigned, one of the justice of the peace in and for said county, personally came Fred Kenny of Ottawa, and, being duly sworn according to law, deposes and says: That the above account,as stated, is just and true.

That the above sum of one hundred dollars is now justly due and owing to this deponent by the above named Dan Lawless. That he, the above said Fred Kenny, has never received the same or any part thereof, either directly or indirectly, nor any person from him by his direction or order, knowledge or consent.

Fred Kenny.

Sworn and subscribed before me, seventh day of August, A. D., 1902.

Albert Murphy,
Justice of the Peace.

AFFIDAVIT TO PETITION.

State of Michigan, } ss
Scott County, }

Arthur Taylor, being duly sworn says: That the facts set forth in the foregoing petition are true to the best of his knowledge and belief.

Arthur Taylor.

Sworn, etc. (as in the preceding form).

Affidavit to Signature of an absent witness.

State of Illinois, } ss
Cook County, }

Joliet, August 7, 1902.

BE IT REMEMBERED, that on the above mentioned day, before me, the undersigned, William Cotton, one of the Justices of the Peace in said county, personally appeared Peter Sheehan, who, being duly sworn, deposes and says: That Clarence Provines, one of the subscribing witnesses to the within (will or deed), is dead or absent from the State, as the case may be.

That he has frequently seen said Clarence Provines write, and that he is well acquainted with the hand writing of said Clarence Provins.

That to the best of his knowledge and belief (or he verily believes) the name of Clarence Provins, signed to the same as one of the subscribing witnesses, is the proper and individual handwriting of said Clarence Provins.

Peter Sheehan.

Subscribed and sworn to before me, this seventh day of August, A. D. 1902.

William Cotton,
Justice of the Peace.

AGENCY AND ATTORNEY.

1. *The greatest importance* of the law of agency exists in its relation to making contracts through agents.
2. *A General Agent* is one authorized to represent his principal in all his business of one particular branch.
3. *A Special Agent* is one appointed to a particular thing only, or a few particular things.
4. *An Agent* is a person authorized to act for another with a third party. The Principal is the one for whom he acts. The person with whom the agent does business is the third party.

5. *Agency* is one of the most common and necessary relations of life. Nearly everyone acts every day as the agent of someone else. Thus every clerk in the store is the agent of the proprietor. Almost all the business of the brokers, commission merchants, lawyers, auctioneers, etc., is some sort of an agency. Corporations act wholly by means of agents, viz.: their officers, clerks, etc.

6. *Who May Act as Principal or Agent.* Any one who s competent to do business for himself may act as principal, and appoint an agent to transact for him. Persons who cannot do business for themselves may, however, be appointed to act as agent. Therefore minors and married women may act as agents.

7. *How Appointed.* An Agent's authority may be given orally or by writing; no particular form of words is necessary. In important matters, the agent is often appointed by written instrument which is called power of attorney. When thus authorized under seal, an agent can sign deeds, or other conveyances of real estate or sealed instruments.

8. *Extent of Authority.* The employing of an agent is the act which gives him his authority. An agent has authority to do whatever is necessary or generally done in connection with the purpose for which he is employed. Some employments give very wide latitude of power, and leave very much to the direction of the agent, others give a very limited authority. Thus any act of the president or cashier of a bank in connection with its banking business binds the bank, while a messenger would have authority only to carry a message.

9. *Liability of Principal.* The principal is responsible for the acts of his agents committed in the execution of the agency and which are within the real or apparent scope of the principal's business. A distinction is here made between a special and a general agent. If a special agents exceeds or disobeys his instructions the principal is not liable; but if a general agent exceeds his authority the principal will be bound, if the act is within the apparent scope of an agent's authority, when it is such an act as is natural and usual in transacting business of that kind. By appointing him to do that business, the principal is considered as saying to the world that his agent has all the authority necessary to transact it in the usual way. For any criminal act, however, of the agent, the principal is not responsible unless he directly commands him to commit it.

The Agent's Liability. 1. To His Principal. An agent is bound in transacting the affairs of his principal to exercise all the care which a reasonable man would exercise in his own, and to the utmost good faith. For any loss to the principal through neglect or unfaithfulness, the agent is liable to him.

2. *To the Third Party.* If an agent conceals his character as an agent, or transcends his authority, or otherwise conducts himself as to make his principle responsible, or if he expressly binds himself in any way, he is himself liable to the third party.

Sub-Agents. An agent may himself appoint another agent and act through him. Such a person is called a sub-agent, and is responsible to him who has appointed him, as his principal. In most commercial transactions sub-agents may be employed.

In Whose Name the Business is Done. All business should be transacted and money deposited in the name of the principal. If an agent deposits money in his own name, and the bank fails he is responsible for the loss.

Mining Property. If an agent mixes his own property with that of his principal, so that it cannot be identified it will all belong to the principal.

Responsibility to the Third Party. Ordinarily a person can only be responsible for his own acts, but an agent's act is really considered as that of his principal. Therefore the rule is that the principal is responsible for the act of his agent. The principal is bound even though he was unknown at the time the act was done, because he is supposed to derive the benefits of the same.

Ratification. If a principal ratifies an act done, he is bound by it, whether he had given the agent authority or not.

Subsequent ratification is equivalent to prior authority But if such ratification is made under a mistake of circumstances it is not binding.

Responsibility of Third Party. A person doing business with an agent is just as responsible to his principal as though he had transacted the business with the latter in person.

Revocation. It is always in the power of the principal to revoke an agency; but if the power conferred is coupled with an interest, as where an agent has power to sell goods and apply the proceeds to his own use; or if it is given for valuable consideration, and a continuance of the agency is necessary to meet the responsibilities he has assumed

in advance, to carry it on, then such agency cannot be revoked at the pleasure of the principal.

How to Revoke an Agency. It must be done by an express act of the principal or by the act of the law. The first implies a written form revoking the power of the attorney that has been conferred, or any other express declaration to revoke. The second occasion may be the death of the principal or agent.

Notice to Be Given. Due notice should be given by the principal of such revocation to those who knew of the authority given to such agent, because a general authority may continue to bind the principal after it has been actually recalled, if the agency were well known and the recalling of it wholly unknown to the party dealing with the agent without that party's fault.

POWER OF ATTORNEY.

Know All Men by these Presents, That I, V. J. Duncan, of Ferndale, in the County of Humboldt, State of California, have made, constituted, and appointed John Scott of Andover, County of Ashtabula, and State of Ohio, a a true and lawful attorney for me and in my behalf, to (here insert the subject-matter of the power); hereby giving and granting unto my said attorney full power and authority generally to do and perform all and every act whatsoever requisite or proper to effectuate all or any of the premises, with the same powers and to all intents and purposes with the same validity as if I were personally present, hereby ratifying and confirming whatsoever my said attorney shall and may do by virtue hereof in the premises.

In witness whereof, I, the said V. J. Duncan, have hereunto set my hand and affixed my seal, this seventh day of August, in the year of our Lord one thousand nine hundred and two.

Signed and sealed in presence of

V. J. Duncan. [Seal]

POWER OF ATTORNEY TO COLLECT DEBTS, RENTS, ETC.

Know All Men by these Presents, That, I, Fred Beem, of Freeport, Illinois, do by these presents make, constitute and appoint J. J. Garland my true and lawful attorney, for me and in my name, place and stead to demand, ask, sue for, collect, and receive all sums of money, accounts, debts, dues, rents and demands of every descrip-

tion, kind and nature whatsoever, which are due, owing or payable from any person or persons whatsoever, and to give good and sufficient receipts, acquittances and discharges therefor; giving and granting unto my said attorney full authority and power to do and perform every act and thing whatsoever necessary and requisite to be done in the premises, as I might or could do if personally present.

In testimony whereof, I have hereunto set my hand and seal, this seventh day of August, 1902.

Signed and sealed in the presence of Wm. Woolfe. } Fred Beem (L. S.)

POWER TO TAKE CHARGE OF AND CARRY ON BUSINESS.

Know All Men by these Presents, That I, Harry Sailor, of Toledo, Ohio, do by these presents appoint, constitute and make L. W. Armstrong my true and lawful attorney, for me and in my place and stead to take charge of my business of general merchandising at Toledo, Ohio; to purchase and sell for cash or on credit all such articles goods, merchandise and wares, as he shall deem proper necessary and useful in said business; to sign, accept and indorse all notes, drafts and bills; to state accounts; to sue and prosecute, compromise, collect and settle all claims or demands due or to become due, now existing or hereafter to exist in my favor, toadjust and pay all claims and demands which now exist or may hereafter arise against me, either connected with said business or otherwise.

In witness whereof, I have hereunto set my hand and seal this seventh day or August, 1902.

Harry Sailor (L. S.)

POWER TO VOTE AS PROXY AT AN ELECTION.

Know All Men by these presents, That I, Frank O'Connor, of Streator, Illinois, do hereby appoint J. J. Masters to vote as my proxy at any election of directors or other officers of the (name the company or corporation) according to the number of votes I should be entitled to if I were then personally present.

John Peterson (L. S.)

LETTER OF REVOCATION.

Know All Men by these Presents, That I, Tom Robinson, of Oakland, California, in and by my letter of attorney, bearing date the seventh day of August, did make, constitute and appoint T. W. Oarman my attorney, as my said letter more fully appears.

That I, the said Tom Robinson, do by these presents annul, countermand, revoke and make void said letter of attorney and all authority and power thereby given said attorney, T. W. Oarman.

In witness, etc. Tom Robinson.

APPRENTICE FORMS.

An apprentice is a minor, male or female, bound by due form of law to learn some art, trade or business, and when so bound is under obligation to serve the master during the time of the apprenticeship.

The contract should be signed by the apprentice and his father, or in case of death or incapacity of the latter, by the mother or legally constituted guardian. It is executed in duplicate, one copy going to the master, the other to the apprentice. The minor cannot be bound for a longer time than until he becomes of age. Without the consent of the parent or guardian, the contract would not be binding on the minor.

Consent of Minor. The minor cannot be bound without his consent, which consent must be stated in the contract.

Duties of the Master. It is made the master's duty by the contract to teach the apprentice the trade or business which he himself follows, to provide him with suitable food, clothing and shelter. He has no right to employ the apprentice in menial labors not connected with the trade or business which he undertook to teach him. If he corrects for misbehavior, the punishment must be moderate and reasonable.

Duties of the Apprentice. He is under obligation to serve his master faithfully and well; to obey all the lawful commands; to guard his master's property and interests, and to faithfully endeavor to learn the business, and to perform what is required of him in the contract.

Termination of Apprenticeship. His time of service ends when he becomes of age, or in case his master dies, unless the contract includes the master's executors and administrators. If the apprentice runs away, and enters the employment of another, the master is not

bound to take him back, but is entitled to whatever he may earn, provided he can prove that the new employer was aware of the existence of the apprenticeship.

The apprentice cannot be compelled to leave the state, nor can he be assigned to anyone else.

INDENTURE OF AN APPRENTICE.

This Indenture of Apprenticeship, between Albert Dillon, father of John Dillon, on the one part, and Oscar Lynch, of the other part, witnesseth: That the said John Dillon, aged sixteen years on the 2nd day of September, A. D. 1902, is hereby bound as an apprentice under the said Oscar Lynch, from the date hereof until the 2nd day of September, 1907, to learn the trade and art of a carpenter, and is faithfully to serve the said Oscar Lynch and correctly conduct himself during the term of his apprenticeship.

And the said Oscar Lynch hereby covenants that he will teach the said John Dillon the said trade and art and will furnish him, during said apprenticeship, with board, lodging, washing, clothing, medicine, and other necessaries suitable for an apprentice in sickness and health; and will send him to a suitable public school at least two months during each of the first two years of said term; and at the expiration of the said apprenticeship will furnish him with two new suits of common wearing apparel and one hundred dollars in money.

In testimony whereof, the parties hereto have set their hands and seals this seventh day of August, A. D. 1902.

Witnesses	Bert Wilson.	(Apprentice)	John Dillon.
	W. W. Moore.	(Master)	Oscar Lynch.
		(Parent)	Albert Dillon.

RELEASE OF AN APPRENTICE.

Know all men by these presents, that I, son of Albert Dillon, did by this indenture, bearing date the 7th day of August, A. D. 1902, bind myself as an apprentice unto 2nd of September, for a term of years (or until he should be of legal age) from the date thereof, as by said indenture more fully appears.

In witness whereof I have hereto set my seal this seventh day of August, A. D. 1902.

(Signature.)

ARBITRATION.

When a question concerning the rights of persons, or to personal property, is by the parties in dispute submitted to the decision of the one or more disint rested persons, agreed upon by both, instead of taking their dispute before a court of law, it is called arbitration.

If both parties have sufficient confidence in some one individual they will agree to abide by this decision. It is, however, a common practice to submit the matter to two parties, one selected by each disputant, and to give them the power to select a third in case they are unable to agree.

The agreement is called the submission, and the decision the award.

The submission may be voluntary, oral or written agreement, or by order of the court.

The award must not go beyond the subject-matter submitted; it must be clear, certain, possible, reasonable, final and conclusive.

Arbitrators are not bound by legal rules in the admission or exclusion of evidence, unless it be so stipulated in the agreement.

Arbitration is sometimes ordered by the court, when both parties agree to do so. No one can be compelled to agree to arbitration, neither can he be compelled to select his arbitrators, even after he has signed the agreement, nor to submit his side of the case after the arbitrators have been appointed.

But after a valid reward has been made the courts will enforce it. Before the award is written out either party may recall his submission. But the party who thus recalls the arbitration is responsible for all the costs and damage that have occurred in consequence of his previous consent to submit to arbitration.

FORM OF SUBMISSION TO ARBITRATION.

Know all Men by these Presents: That we, the undersigned, hereby mutually agree to submit all the matters in difference between us, of every kind, name and nature, to the determination and award of Frank Marston, Joseph Thornbrough and Melvin De Lines of Hamblin, Scott County, Michigan, as arbitrators.

That said arbitrators, or any two of them, shall hear and determine the matters in dispute between us, and award the payment of all costs and expenses incurred in

such arbitration. That the said arbitrators shall make their award in writing on or before the 10th day of November, A. D. 1902. Done at Hamblin, Michigan, August 7th, A. D. 1902.

Wm. Meagher, } Witnesses. Robert Carr.
F. C. Combs, } R. B. Leland.

FORM OF NOTICE TO ARBITRATORS.

Gentlemen: You have been chosen arbitrators on behalf of the undersigned, to arbitrate and award between them in divers matters and things set forth in their submission, which will be produced for your inspection when you meet at Court House, in Alameda, on the 1st day of September, at 2 o'clock P. M., to hear the allegations and proofs.

Dated, etc. Ollie Norman,
Fred Roady.

FORM OF ARBITRATION BOND.

Know all Men by these Presents: That John Smith and Harry Allen have this seventh day of August, A. D. 1902, submitted their matters in controversy concerning the boundary and division line of a certain tract of land (describe it) to Chas. Goodrich, Fred Maher and Mack Burke, to arbitrate, award, order, judge, and determine of and concerning the same.

That we, the undersigned, bind ourselves in the sum of one thousand dollars that said John Smith and Harry Allen shall submit to the decision and award of said arbitrators, provided said award be made in writing on or before the 1st day of September, A. D. 1902.

(Signed) Dougal Boyle.
Harry Butler.

FORM OF AWARD.

Know All Men by these Presents: That we, the undersigned, arbitrators of all the matters of difference, of every name, kind and nature, between John Smith and Harry Allen, by virtue of their agreement of submission of August 7th, 1902,do award, order, judge and determine

of and concerning the same as follows: That (then state the award in full),

In witness whereof we have, in each other's presence, hereunto set our hands this seventh day of August, 1902.

Peter Perkins,
Norman Cook,
Chris Burns.

ASSIGNMENTS.

Any transfer of the title to a right of property is called an assignment.

In effect, it is passing to another person all of one's title or interest in any kind of real or personal property rights, actions or estates.

Corporations may assign their interest in paper or property to other corpoations, or to individuals.

An assignment carries with it all the collateral securities and guarantees of the original debt, even though they are not mentioned in the instrument.

In connection with the sale of insured property the policy should be assigned to the purchaser; this can only be done with the consent of the insurer, in order to have it indorsed on the policy. Only the person owning the insured property at the time of the assignment can legally become the assignee of an insurance policy covering it, and then the consent of the insurers to the transfer must be obtained.

The following are some things that may be legally assigned: Copyrights, contracts, deeds, mortgages, bonds, leases, notes, drafts, accounts, judgments, all claims for money or wages, insurance, corporation shares, etc.

Some things are not assignable, as an officer's pay or commission, a judge's salary, government bounties, personal trusts, as a guardianship, or the rights of a master in his apprentice.

No formality is required by the law in an assignment. Any instrument between the contracting parties that goes to show their intention to pass the property from one to another will be sufficient. Proof will be called for only when it appears that it was a mere sham or fraudulent.

It is usual to employ as operative words in an assignment the phrase "assign, transfer and set over," but "give, grant, bargain or sell," or any words indicating an intention on the part of the parties to transfer the property are sufficient in law.

An assignment for the benefit of creditors covers all

the assignor's property, wherever or whatever it may be, which is not exempt from execution.

Correct schedules of the property assigned should accompany the assignment in all cases.

A party may convey by assignment his whole property absolutely, or in trust, or any equitable right to the benefit of it, the legal title remaining to the assignor.

An assignment of a mortage carries with it, at the same time, without a transfer, the debt, note or bond.

ASSIGNMENT FOR THE BENEFIT OF CREDITORS.

Know All Men by these Presents: That whereas I, Stephen Newman, merchant of the city of Chicago, and State of Illinios, am indebted to various persons in considerable sums of money, which I am at present unable to pay in full, and being desirous to convey all my property for the benefit of my creditors, without preference or priority other than provided by law:

Now, therefore, I, in consideration of the premises, and of the sum of Two Dollars paid to me by Ermine Brown, of the same city and state, do hereby, grant, bargain, sell, assign and convey unto the said Ermine Brown all my lands, tenements, goods and chattels of every name, nature and description, wheresoever the same may be, excepting and reserving only such property as is exempted by law from attachment.

To have and hold the same until the said Ermine Brown, in trust and confidence, to sell and dispose of the said real and personal estate for cash upon such terms and conditions as in his judgment may appear best, and apply the proceeds to the following manner, to wit:

First. To pay all such debts as by the Law of the United States are entitled to preference to such cases.

Second. To pay and discharge all the just and reasonable expenses, costs and charges of executing this assignment.

Third. To distribute and pay the remainder of said proceeds to the creditors of the party of the first part for all debts and liabilities which he may owe, rateably, in proportion to their respective claims.

Fourth. The residue and remainder of the proceeds of said sales, if any there be, shall be paid over to me, my executors, administrators or assigns.

In witness thereof I have hereunto set my hand and seal this 7th day of August, 1902.

in presence of Stephen Newman [Seal]
Myers Fisher,
Chas. Kinkade.

ASSIGNMENT WITH POWER OF ATTORNEY.

In consideration of the sum of Two thousand dollars (the receipt of which is hereby acknowledged), I do hereby assign, transfer and set over to Melvin Platt (of LaSalle Ill.) all my right, title and interest in and to (here describe what) (and I hereby constitute said Melvin Pratt my attorney in my name or otherwise, but at his own cost and charges, to take all legal measures which may be proper or necessary for the complete recovery and enjoyment of the premises).

Witness my hand and seal this 7th day of August, 1902.

(Witnesses.) M. T. Moloney.

A SIMPLE ASSIGNMENT.

For value received, I hereby assign all my right, title and interest in the within contract to Arthur Tillman.

Dated, Sioux Falls, So. Dakota, August 7th, A. D. 1902.

Maurice Finn.

ASSIGNMENT OF ACCOUNT.

In consideration of Two dollars, value received, I hereby sell and assign to M. T. White the within account which is justly due from the within Albert Shock, and I hereby authorize the said M. T. White to collect the same.

New York, August 7th, 1902. Robert Doorman.

ASSIGNMENT OF MORTGAGE.

Know All Men by these Presents: That I, George Yost, the within named mortgagee, for a consideration of Seven Hundred Dollars ($700), hereby assign, the within named instrument of mortgage, and all real estate, with appurtenances therein mentioned and described, to have and hold the same forever, subject, nevertheless, to the equity and right of the redemption of the within named Fred Osman, his heirs and assigns therein.

In witness whereof the party of the first part has hereunto set his hand and seal this seventh day of August,

in the year of our Lord, One Thousand Nine Hundred and Two.

George Yost. [Seal.]

Sealed and delivered in the presence of
Henry Koenig.

BAIL.

Bail and guarantee have largely the same import in law. It is a voucher by a responsible person that another will perform a duty required of him by some civil authoriy.

By giving bail a person is temporarily set free or released from custody, if charged with having violated some public law.

The person giving the surety is called the bailor, and the prisoner the bailee. The bailor obligates himself to pay a certain sum of money in case the bailee fails to be present and peacefully submit himself to the court when ever his trial or examination is appointed.

Should the prisoner not appear for trial, then the surety forfeits whatever sum is pledged in the bail bond.

RECOGNIZANCE FOR FURTHER EXAMINATIONS.

State of California, } ss
County of Sutter, }

This day personally appeared before the undersigned, a Justice of the Peace in and for said County, Max Ludwig and Louis King, all of Oakland, in said County and State, and jointly and severally acknowledge themselves to be indebted unto the people of the State of California in the sum of Six Hundred Dollars, to be levied on their goods and chattels, lands and tenements.

Whereas, the above bounden Max Ludwig, on the 7th day of August, A. D. 1902, was brought and examined by and before Franks Weeks, a Justice of the Peace in and for the county aforesaid, on a charge preferred against the said Max Ludwig for stealing Sixty Dollars from the store of J. J. O'Brine, in said county, and the further examination of said Max Ludwig having been continued to the 1st day of September, A. D. 1902, at nine o'clock A. M., and the said Max Ludwig having been adjudged and required by the said Justice to give bonds, as required by the statute in such case made and provide for his appearance to answer to said charge. Now the condition of this recognizance is such that if the above bounden

Max Ludwig shall be and appear before the undersigned at the Harbor Police Court Room, in the City of Oakland, in said county, on the 1st day of September, A. D. 1902, at nine o'clock A. M., then and there to answer to the said people of the State of California, on said charge, and abide the order and judgment of said Court, and not depart the same without leave, then and in that case this recognizance to become void, otherwise to be and remain in full force and virtue.

As witness our hands and seals this seventh day of August, A. D. 1902.

Taken, entered into and acknowledged before me this seventh day of August, 1902. James Crowley, Justice of the Peace.

Max Ludwig. [Seal.]
Louis King. [Seal.]

BILL OF LADING.

A Bill of Lading is a document delivered by a master or owner of a vessel, or the officer of a transportation company, and signed by such parties as an acknowledgment that the goods have been received for transportation.

The Bill constitutes the contract between the shipper and the carrier. Three copies of the bill are made out, one is kept by the shipper, another by the party transporting the goods, and the third is sent to the person to whom the goods are directed.

Bills of Lading are transferable and assignable, and the assignee may sue for the recovery of the goods.

If the goods perish without fault of the master of the ship, the freight must be paid, otherwise the master or the owner of a ship is liable for damages.

Railroad companies, as common carriers, are subject to the common State Laws regulating such business; their bill of lading usually states as to how far they hold themselves responsible for the safe transportation of the goods.

BILL OF LADING.

Chicago, August 7, 1902.

Shipped in good order and well conditioned, by *William J. Rial* . . . . . on board the ship *Cunard* . . . . . whereof *Chas. Freeman.* is master, now lying in the port of *New York* . . . . . and bound for the port of *London* . . . . . 600 *boxes of coffee,* being marked and numbered as in the margin, and are to be delivered in the like order and condition at the port of *London* . . . . . (the dangers of sea only excepted) unto *Melvin Elliott* . . . . . or his assigns, he or they paying freight for the said cases, with nine cents primage and average accustomed.

Marked as follows:
Melvin Elliott,
London.

In witness whereof I have affirmed to three bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

Fred A. Maxwell.

(In the above form Rial is the shipper or consignor, Elliott the consignee, and Maxwell the carrier. It might be signed by master (Freeman instead of Maxwell.)

BILL OF SALE.

A Bill of Sale is a written instrument by which the ownership of personal property is transferred. A seal is not required.

The validity of the sale does not depend on the actual possession of the goods, passing from the seller to the buyer. If the seller, however, retains possession, the buyer runs the risk of having the goods attached by third parties who have claims against the seller, unless he can prove the validity of the sale.

To protect the interest of the purchaser against the creditor of the seller, the bill is not sufficient of itself, there should also be a delivery of the property.

A warranty of the seller's title is usual in bills of sale, and such warranty is implied by the law, though not stated. On the other hand warranty of quality or condition must be expressed. The general rule of the law is, that the buyer must look out for his own interest. But the seller will not be protected where actual fraud has been practised. Where goods are sold by sample there is an implied warranty that the goods correspond with the sample.

In case of a dispute, juries have the power to pass decision upon the fairness or unfairness of the sale, and fraud can be shown by the evidence, the bill of sale will be ignored and declared void.

FORM OF BILL OF SALE.

Know All Men by these Presents: That I, Albert F. Hunt, of Clinton, Iowa, in consideration of Six Hundred Dollars ($600), the receipt of which is hereby acknowledged, do hereby grant, sell, transfer and deliver unto Chas. Caton the following property, to wit:

Four Chairs	$50	$200
Five Tables	20	100
Three Pictures	10	30
Two Lamps	20	40
Total		$370

To have and to hold the said goods and chattels unto the said Chas. Caton, his executors, administrators and if assigns, to his own proper use and benefit forever. An I, the said Albert F. Hunt do avow myself to be the true and lawful owner of said goods and chattels; that I have full power, good right and lawful authority to dispose of said goods and defend the same against the lawful claims and demands of all persons whomsoever.

In witness whereof, I, the said Albert F. Hunt, have hereto set my hand this seventh day of August, 1902.

(Witness)..... Albert F. Hunt.

BONDS.

Bonds are written instruments by which one person binds himself to pay a certain sum of money to another person or persons, at a specifiedtime, for some real consideration.

If this is all, the bond is called a "simple bond," but the word bond is more generally applied to a bond with a condition attached to it, which, if fulfilled, renders the promise of payment of no effect.

The person executing the bond is called the obligor, the person receiving the same the obligee.

The penal sum in a bond is usually made double the amount involved in the transaction in order to cover debit, interest, and costs in case the obligor fails to meet his obligations.

Should the conditions of the bond not be fulfilled, the obligee cannot recover the full amount of the penal sum, but only sufficient to cover the principle, interest and cost if the condition was the payment of a certain sum of money or enough to cover any actual damages and costs if the condition was for the doing or the not doing of a certain thing.

The penalty may attach and appertain to either the obligor or obligee, accordingly as the bond is drawn.

Under ordinary circumstances a bond remains in full effect, yet if an act of Providence renders its accomplishment impossible, the penalty cannot be enforced.

A bond is in force for twenty years or during such time as the special statute of the state may provide.

GENERAL FORM OF BOND.

Know All Men by this Instrument: That I, Norman Cook, of Andover, in the County of Ashtabula, State of Ohio, am firmly bound unto A. A. Meads, of the place aforesaid, in the sum of Two Thousand Dollars, to be paid to the said Norman Cook, or his legal representatives; to which payment, to be made, I bind myself, my heirs, executors and administrators firmly by this instrument.

Sealed with my seal. Dated the 7th day of August, 1902. The condition of the above obligation is such, that if the above bounden Norman Cook, his heirs, executors or administrators, shall promptly pay the sum of two thousand dollars in four equal annual payments from the date thereof, with annual interest, then the above obligation to be of no effect; otherwise to be in full force and valid.

Norman Cook. (L. S.)

Signed, sealed and delivered in presence of
Henry Phillips.

BOND TO A CORPORATION.

Know All Men by these Presents: That I, Oscar Greenfield, of Piper City, Cook County, State of Illinois, am firmly bound to the Piper City Plow manufacturing Company in the sum of Twenty Thousand Dollars, to be paid to the said company, or their assigns, for which payment, to be made, I bind myself, and representatives firmly by these presents. Sealed with my seal. Dated this seventh day of August, 1902. The condition of the above is such,

that if I, the said Oscar Greenfield, or my legal representatives, shall pay unto the Piper City Plow Manufacturing Company, or assigns, Ten Thousand Dollars in two equal payments, *viz:* Five Thousand Dollars September 2, 1902, and Five Thousand Dollars September 30, 1902, then the above to be void; otherwise to remain in full force and effect.

Oscar Greenfield. (L. S.)

Signed, sealed and delivered in presence of Tomas S. Soran.

BOND OF INDEMNITY.

Know All Men by these Presents: That I, John Brown, of Waterloo, Iowa, am held and firmly bound unto Piper Leahy, of the same place, in the sum of Three Hundred Dollars, to be paid to the said Piper Leahy, his executor or administrators, for which payment, well and truly, to be made, I do bind myself, my heirs, executors and administrators firmly by these presents.

Sealed with my seal. Dated this 7th day of August, 1902. Whereas, Piper Leahy is about to employ my nephew, Robert A. Conway, as cashier in his store, for the term of two years from November 1, 1902:

Now the condition of this obligation is such that if the said Robert A. Conway shall fully perform all the duties of his said employment and promptly and correctly account for and pay over all the money or property of the said Piper Leahy, which may come into his hands during its course, then this obligation shall be void; otherwise to remain in full force.

John Brown.

BROKERS.

A broker is one employed by the owner of property in the negotiation of contracts pertaining to it. A broker is an agent to make contracts.

Kinds of Brokers. There are many kinds of brokers, therefore the term "broker" is a broader and more indefinite term than "commission merchant."

Bill and Note Brokers are those who buy and sell for others, drafts, bills and notes.

Real Estate Brokers buy and sell real estate or mortgages on real estate for others.

Stock Brokers buy and sell for others the stock and bonds of States, railroads, etc.

Insurance Brokers act for the owners of property in obtaining insurance upon it, settling losses, etc.

Responsibility to Principal. The contract between the broker and the owner of the property for whom he acts is one of personal service like all contracts of agency. (See Agency and Attorney.)

A Merchandise Broker is one employed to make a sale of property known as merchandise.

A merchandise broker is much like a commission merchant, with the exception that the former does not have possession of the property, while the latter does.

When a merchandise broker sells goods, he makes out two papers, one for the seller and the other for the buyer and delivers them to the respective parties. The two papers taken together makes a written contract of sale (See form.)

Relation to Third Party. Some kinds of brokers act wholly as agents and reveal the names of their principals and therefore, are not responsible for any authorized and honest act; others do not mention their principals, and therefore are, so far as third parties are concerned, the real principals themselves.

MERCHANDISE BROKER'S CONTRACT.

1. MEMORANDUM TO BE GIVEN TO THE SELLER.

San Francisco, Cal., Aug. 8, 1902.

Messrs. Colburn & Meyer, 234 Market St.:

We have sold to-day on your account to Worth Cummings, 234 Ellis St., the following goods: 2,000 ounces Sulphate Quinine B. and G. at $1.50 per ounce.

Respectfully,

Brown & Scott, Brokers.

2. MEMORANDUM TO BE GIVEN TO THE BUYER.

San Francisco, Cal., Aug. 8, 1902.

Mr. George Burgess, 564 Freeport St.:

We have bought to-day for account, from Colburn and Meyer, the following: 2,000 ounces Sulphate of Quinine B. &.G at $1.50 per ounce.

Respectfully,

Brown & Scott, Brokers.

CHAPTER VI.

Contracts.

The underlying law of contracts may be regarded as including nearly all laws which regulate the relations of human life, It lies at the basis of human society. Every feature of social life presumes it and rests upon it. All rights, all duties, all obligations and all laws grow out of contracts, expressed or implied, declared or understood. Almost all the precedure of human life implies or rather is the continual fulfillment of contracts. (Parsons.)

Definition. A contract is an agreement between two or more parties, based upon a sufficient consideration, to do or not to do some particular thing.

Simple Contracts are such as are not under seal, and may be written or verbal, expressed or implied.

An implied Contract is one which the law will imply from the relations and conduct of the parties.

A Contract by Specialty is one that is carefully reduced to writing and attested by the seal of the parties.

WHO MAY AND MAY NOT MAKE A CONTRACT.

Any person may enter into a contract who is competent to do business, and who is legally responsible.

Minors, idiots, insane persons, drunkards, who know not what they are doing, and persons who cannot exercise their own free will, but are forced into a contract by threats, cannot legally make a contract.

THE CONSIDERATION.

The consideration of a contract is something given, done, or promised to be given or done by the person to whom the promise is made. Each part's promise in a contract implies or is accompanied by a corresponding promise by the other party, which is the consideration, and where either party fails to make good the promise the consideration is wanting and the contract is of course void.

A contract differs from an agreement in this, that it implies or expresses several agreements made by the parties.

Freedom of Contract. Everyone is free to make any contract he chooses to make, except such that are forbidden by law.

The fundamental rule of law regarding contracts is, that everyone must fulfill every agreement he makes unless some new agreement has changed or abrogated it.

The principal is so important that the United States Constitution forbids any State to pass any law which shall release any person from obligation to perform any contract he has made.

RULES FOR WRITING A CONTRACT.

1. The date, the names of the parties and their places of residence being written, then state fully all that the first party agrees to do, and after that the name of the second party.

2. Then state the penalties or forfeitures in case either party does not faithfully and fully perform his part of the agreement.

3. The parties are taken in the order in which they are written and referred to as "the party of the first part," "the party of the second part," without repeating the names. The order of the names is immaterial.

4. Lastly, the final clause, the signature, seals, and the signatures of the witnesses are written. (A seal is simply a mark made with the pen around the word [Seal] written after the signature.)

A written contract requires no special legal form or language. State in your own words plainly just what you want done, just the same as you write a letter or anything else. Errors in grammar or spelling do not affect the legality of the contract.

Where the language is obscure the court interprets the intent of the agreement.

An agreement must either be all in writing or all verbal.

ESSENTIAL PARTS OF A CONTRACT.

1. *A Valuable Consideration.* A valuable consideration is one whose value is equal to money, or may be changed into money.

2. *Promise of Marriage.* If a man promises a woman a certain sum of money if she would agree to marry him, the court will hold that the promise of marriage was a

sufficient consideration for the money, and compel him to pay it.

3. *A Good Consideration.* A good consideration is one which is based upon love, gratitude, esteem or blood relationship. But to make a good consideration legal the agreement has to be performed by one or both parties.

4. *Gratuitous Consideration.* This is where something is done or money is promised on account of some affection or charity; in this case the act must be performed in order to hold the party; that is, the benevolent purpose such as the erection of a church, or a charitable enterprise must be carried out.

5. *A Sufficient Consideration.* The law takes no notice of the bargains that may be good or bad, it requires only that something be done by the parties, no matter how small the consideration. For instance, $4,000 worth of property can be legally sold for $2,000.

GENERAL LAWS GOVERNING CONTRACTS.

1. *Essential Parts.* A contract must have: (1) Parties. (2) Subject-matter. (3) Consideration. (4) Consent of the parties. There cannot be a contract where any of these are wanting.

The consideration is what induces a person to make the contract.

CONTRACTS THAT MUST BE IN WRITING.

A guaranty must be in writing.

A contract which cannot be performed within a year must be in writing.

A contract cannot be partly written and partly verbal It must be either wholly written or wholly verbal.

A contract for the sale or purchase of personal property over a certain amount, ranging from $30 to $200 in different states must be in writing.

A contract required by law to be in writing cannot be dissolved by verbal agreement. A verbal release without payment or satisfaction for the debt is not good, release must be under seal.

CONTRACTS THAT ARE BINDING WITHOUT WRITING.

If any part of the goods is delivered to the purchaser, and accepted by him, the whole contract is binding without writing. If any part of the price implied in a contract is paid and received the whole contract is binding without writing.

CONTRACTS THAT ARE NOT LAWFUL.

1. A contract not consistent with law is void.
2. A contract for immoral purposes is void.
3. A contract to commit a breach of the peace is void.
4. If any part of a contract is illegal the whole is illegal.
5. The right to vote or hold office cannot be sold by contract.
6. A contract which the law forbids is void. Fraud renders all contracts void.
7. An agreement to prohibit the carrying on of a trade throughout the State is void.
8. A contract without a consideration, such as a promise to make a gift, cannot be enforced.
9. Where consent to an agreement is given by mistake it cannot become a contract.
10. If there are two parts to a contract, and one conflicts with the other, the first part holds good in preference to the last.
11. If no time of payment is stated in a contract, payment must be made on delivery of the goods.
12. An alteration of a contract in a material part, after it has been drawn up and signed by the parties, renders it void.
13. A contract totally restraining the exercise of a man's trade or profession is void, but one restraining him in any particular place is not void.
14. A contract for concealing felony or violating public trust, for bribery and extortion, are prohibited by law.
15. A fraudulent contract may be binding on the party guilty of fraud, without laying any obligation upon the party acting in good faith.
16. A contract made by a minor, a lunatic or an idiot is not binding upon him, yet he can hold the party with whom he contracts to all the conditions of the contract.

CONTRACTS THAT CANNOT BE ENFORCED.

1. Wagers or bets cannot be collected by law.
2. Money borrowed for the purpose of betting, the lender knowing it to be for that purpose, cannot be collected.
3. Contracts in which there are misrepresentation or concealment of material facts cannot be enforced. It is fraud to conceal fraud.

4. If a person agrees to serve as laborer or clerk he cannot be compelled to fulfil his agreement; damages, however, may be recovered.

5. Guardians, trustees, executors, administrators or attorneys cannot take advantage of those for whom they act by becoming parties to the contract.

6. If a thing contracted for was not in existence at the time when the contract was made, such as buying a horse without knowing that it was dead at the time when the contract was made, it is void.

ADDITIONAL RULES CONCERNING CONTRACTS.

1. The form of the writing is immaterial. It may be full and formal or simply a note or memorandum embodying its substance, written with ink or pencil. It must be signed, but writing simply the initials is sufficient. The fact that there is an authenticated paper is the important thing, not the form of it.

2. If only one party signs he is bound by the contract, but the other is not. But if the other party agrees to pay a certain sum, although he has not signed, payment can be enforced.

3. Signature by Agent. A person may authorize any person as his agent to make a contract for him, and to sign either his own name or of his principal's. A broker, for instance, signs for both the seller and the purchaser by his own name.

4. Letters. If a letter containing an offer is answered by another accepting it, the two letters taken together constitute the written contract. If an order for goods is sent and filled it is a written contract as far as the writer is concerned but not as to the other party. A telegram in in the same way may be a written contract.

CONTRACT FOR BUILDING.

Memorandum of Agreement, made this 8th day of August, one thousand nine hundred and two, between Henry Clay, builder, of Cincinnati, party of the first part, and Dorman Peltier, of the same place, of the second part.

Said party of the second part also agrees that he will furnish and procure all the necessary material for said work in such quantities and at such times as said first party shall or may reasonably require.

Witnesseth, That the said Henry Clay, party of the first part, for consideration hereinafter named contracts and agrees with the said Dorman Peltier, party of the

second part, that he, the said Henry Clay, will, within two hundred days, next following this date, in a good and workmanlike manner, and according to the best skill, well and substantially erect and finish one dwelling house on lot belonging to party of the second part, and known as No. 1013 Guion Street, which said house is to be of the following dimensions. with brick, stone, lumber, and other materials as are described in the plans and specifications hereto annexed. (Here describe the house, material for construction and plans in full.)

In consideration of which the said Dorman Peltier covenants and agrees to pay the said Henry Clay the sum of Six Thousand Dollars in a manner as follows, to wit: Two Two Thousand Dollars at the beginning of the said work, Two Thousand Dollars when the building is inclosed, and the balance when the building is completed according to contract and accepted.

The architect, Mr. R. W. Mason, is hereby made the judge of the proper completion of said building according to contract.

For the true and faithful performance of this contract, and of each and all of its covenants and agreements, the said parties hereto bind themselves each the other in the penal sum of Two Thousand Dollars, as liquidated damages to be paid by the failing party. Witness our hands and seals the eighth day of August and year first written as above.

Henry Clay, (L. S.)

Dorman Peltier. (L. S.)

CONTRACT FOR LAYING TILE.

Know All Men by these Presents: That this agreement made this eighth day of August, A. D., 1902, between Robert Kline, party of the first part, and Rector Haight, party of the second part.

Witnesseth, That the party of the first part agrees to lay three hundred (300) rods of eight inch tile at sixty cents (60c) per rod. The average depth and fall of said tile shall be sufficient to drain the land through which said title may be laid.

The party of the second part shall direct place and part of land to be drained by the aforesaid number of rods of tile.

Robert Kline, (Seal.)

Rector Haight. (Seal.)

CONTRACT FOR BUILDING FENCE, SIDEWALK, ETC.

This Agreement, Between Arthur Weller and Oscar French, made this eighth day of August, 1902. Witnesseth, That the said Arthur Weller agrees to build two hundred (200) feet of picket fence at twenty cents (20c) per foot. The height and designs of said fence shall be as the said Arthur Weller may direct.

Arthur Weller,
Oscar French.

CORPORATIONS.

A Corporation is a body composed of different individuals authorized by a general or by a special charter to transact business.

A Charter is the instrument embodying the rights and privileges granted by law to the incorporated body.

Capital Stock is the money paid in to carry on the business of the corporation.

A Share is one of the equal parts into which the stock or capital is divided, and is usually $100, but sometimes $50 or $25.

Stockholders are the owners of one or more share of the capital.

Certificate of Stock is the written statement setting forth number and value of the share to which the holder is entitled.

The Par Value of the stock is the amount named as each share; it is also called the nominal value.

The Market Value is the sum for which shares will sell. They are said to be at par when they sell at their nominal value, above par, or at a premium when they sell for more, and below par when they sell for less than their nominal value.

The Premium or Discount on stock is computed at a certain per cent. on the original nominal value of the shares.

Preferred Stock takes preference of the ordinary or common stock, and the holders are entitled to a fixed per cent. out of the earnings of the corporations before a dividend can be declared on the common stock.

The Dividend is the declared share of the profits due each stock holder after all expenses have been paid.

Corporation laws. A corporation acts through its officers or authorized agents. Its business must be done in its corporate name and in harmony with its charter.

A corporation may be plaintiff or defendant in suit at

law or equity. The notice or summons is served upon any of the executive officers.

Liability. The stockholders are personally liable for the debt of the corporation in accordance with the statutes of the state. Their liability is often limited to the amount of stock they hold in the corporation.

Dissolution of Corporation. Corporations are in theory immortal, but practically they can be terminated in various ways. If a corporation violates its charter, it loses the right to continue its existence. It may also be terminated by an act of the legislature when the law that created it has reserved the right to dissolve or to abolish it. A corporation limited as to time is of course dissolved at the expiration of such time.

When dissolved, the debt of the corporation must be paid out of the assets, and what remains beyond that is divided among the stockholders.

Land granted to a corporation reverts to the grantor when it is no longer used for the purpose for which it was granted. If used for another purpose, or not used at all, the grantor can claim it as forfeited.

HOW STOCK IS WATERED.

Sometimes the charter of a corporation forbids the declaring of a dividend exceeding a certain per cent. of the par value of the stock. In case the directors may find it desirable to "water" the stock, that is, issue additional shares. This increase in the number of shares of course reduces the percentage of dividend, although the same profit, in the aggregate, is secured to the stockholders.

FORM OF APPLICATION FOR INCORPORATING.

State of Ohio,
City of Toledo.

To John Brown, Secretary of State:

We, the undersigned, Otto Schindler, Wm. Oarman and Fred Derby, propose to form a corporation under an act of the General Assembly of the State of Ohio, entitled, "An Act Concerning Corporations," approved Sept. 1, 1902, and all acts amendatory thereof, and that for the purpose of such original organization we thereby state as follows, to wit:

The name of such corporation is the Toledo Hardware Company.

2. The object for which it is formed is to carry on the business of manufacturing hardware in all its branches and to sell the product so manufactured.

3. The capital stock shall be Two Hundred Thousand ($200,000) Dollars.

4. The amount of each share is Fifty ($50.00) Dollars.

5. The number of shares four thousand (4,000).

6. The location of the principal office is in Toledo, State of Ohio.

7. The duration of the corporation shall be (50) years.

Otto Schindler,
William Oarman,
Fred. Derby.

The document must bear the following:

INDORSEMENT ON THE BACK.

State of Ohio,

City of Toledo.

I, a notary public in and for the said City of Toledo, and State aforesaid, do hereby certify that on this 10th day of September, A. D. 1902, personally appeared before me Otto Schindler, William Oarman and Fred Derby, to me personally known to be the same persons who executed the foregoing statement, and severally acknowledged that they executed the same for the purposes therein set forth.

In witness whereof, I have hereunto set my hand and seal the day and year above written.

Notary Public.

DEEDS.

A deed is a writing by which lands and appurtenance, thereon are conveyed from one person to another. It must be written on paper or parchment, properly signed, sealed and witnessed. It must be acknowledged before competent officers, as a justice of the peace, notary public, master in chancery, judge and clerk of a court mayor of the city, or commissioner of deeds, etc.

Persons competent to give a deed. In order to legally convey property a person must be of a *sound mind, of age,* and the *rightful owner of the property.*

The maker of a deed is the grantor, the party to whom it is delivered the grantee.

If the grantor has a wife, she must, even in the absence of a statute to that effect, sign and acknowledge the deed, otherwise she may, after her husband's death, claim the use of one-third during her life.

A deed of a homestead not acknowledged by the wife of the grantor is void. Her acknowledgment must be of her own free will and accord, and the officer before whom the deed is acknowledged must certify to the fact. Special care is necessary to have the deed properly acknowledged and witnessed and the proper seal attached.

After the acknowledgment of a deed the parties have no right to make the slightest alterations. Any alteration or interlineation made before acknowledgement must be carefully noted at the bottom of the instrument and properly witnessed.

An *alteration* of a deed after execution in favor of the grantee renders it void. If altered before delivery, such alteration destroys the deed as to the party altering it.

The deed takes effect upon its delivery to the person authorized to receive it, and should be recorded at once.

DIFFERENT KINDS OF DEEDS.

A Warranty Deed is so called because the grantor covenants to warrant and defend lands mentioned against all persons, and to the extent specified.

A General Warranty covenants and warrants against all persons whatsoever.

A Special Warranty covenants and warrants only against one person, his heirs and those claiming under him.

A Quit Claim Deed is one which conveys all the interest which the grantor possesses, whatever it may be, in the lands specified without containing any warrants. By it the grantor merely quit claims any interest he may have, but does not warrant his title.

A Trust Deed conveys property to persons to hold for the use of some person who is entitled to the proceeds, title, or use of the property.

Deeds Requiring no Warranty. Deeds by executors, administrators or guardians generally contain no warranty; and every requisition of the law should be complied with to obtain a good title.

Caution. Do not purchase real estate without first carefully examining the title, and always procure an abstract of title before advancing money or signing contract for purchase of property.

WARRANTY DEED.

This Indenture, made this sixth day of September, in the year of our Lord one thousand nine hundred and two, between Ralph White and Mary White, his wife,

of the Village of Marengo, in the County of Kane, State of Illinois, party of the first part, and Howard Pierce, of the City of Rockford, in the County of Winnebago, and State of Illinois, party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of Seven Thousand ($7,000) Dollars, in hand, paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, remised, released, conveyed, aliened and confirmed, and, by these presents, do grant, bargain, sell, remise, release, convey, alien and confirm unto the said party of the second part, and his heirs and assigns forever, all that certain piece, or parcel, of land situated and being in the Village of Marengo, County of Kane, and State of Illinois and described as follows, to wit:

The Southwest Quarter of Section Twenty (20), in Township Thirty-Two (32), North of Range Six (6), East of the Fourth Principal Meridian, containing Two Hundred acres by government survey.

Together with all and singular the hereditaments thereto belonging or in any way appertaining, To Have and to Hold the said premises as described, with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever. And the said party of the first part, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said party of the second part, his heirs and assigns, that at the time of the ensealing and delivery of these presents they are well-seized of the premises above conveyed, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid; that they are free from all other grants, bargains, sales, liens, taxes, assessments and encumbrances of what kind of nature whatsoever, and that they will, and their heirs, executors and administrators shall, warrant and defend the same against all lawful claims whatsoever.

In Witness Whereof, The said party of the first part have dereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the presence of

P. H. Murray,	Ralph White,	L. S.
R. S. Simmins.	Mary White.	L. S.

QUIT CLAIM DEED.

This Indenture, made the first of September, in the year of our Lord one thousand nine hundred and two, between Robert H. Powers and Emma H. Powers his wife of Union, Cook County, State of Illinois, parties of the first part, and William Fleming, of Huntley, County of Cook, State of Illinois, party of the second part.

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Two Dollars to them in hand paid by the party of the second part, the receipt whereof is hereby confessed and acknowledged, do, by these presents, grant, bargain, sell, remise, release, and forever quit claims unto the party of the second part, and to his heirs and assigns, forever, all that certain piece, or parcel, of land situated and being in the County of Cook, and State of Illinois, and described as follow to-wit:

The Northeast quarter of Section Number Ten, in Township Number Four, South of Range Number Two, West, containing Three Hundred Acres of Land, be the same more or less. Together with all the singular the hereditaments and appurtenances thereto belonging, To Have and To Hold the said premises, as above described, to the said party of the second part, and to his heirs and assigns, to the sole and only proper use and benefit of the said party of the second part, his heirs and assigns, forever.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the presence of

James Brown,	Robert H. Powers,	(Seal.)
William Simmins.	Emma H. Powers.	(Seal.)

GUARANTIES.

A guaranty is an assurance made by a second party that the first party will perform some specific act, and that, on his default, the guarantor will pay all damages.

He who guarantees the performance is called the guarantor, and the person to whom the pledge is made is called the guarantee.

The first liability rests upon the person who is guaranteed by another, but if he fails to meet the obligation then the party who gives the guaranty is held to the same extent as the other.

A guaranty, to be binding, should be for some consideration, such consideration for giving the pledge should be either named or expressed, as, "for value received."

A guaranty must be accepted to make it a contract, and the guarantor must have notice of its acceptance within a reasonable time.

A guarantor, after paying the debt, has a right to substitute himself in the place of the creditor.

A guaranty for a collection is a very different thing from a guaranty of payment. The first guarantees that the money is collectable, the latter that it will be paid at maturity. In the first case the party guaranteed must be able to prove that due diligence was employed in attempting to collect the money, in the second no such proof is necessary.

The only form necessary in guaranteeing a note is in writing one's name across the back of it, a process commonly called indorsing.

The laws recognize guaranties of any contract, legally made, and aid in enforcing them.

Guaranties of commission merchants, binding them to warrant the solvency of the purchaser of goods they sell on credit, need not be in writing.

GUARANTY OF A NOTE.

For value received I guarantee the due payment of a promissory note, dated September 12, 1902, whereby William Jennings promises to pay Howard Smith One Hundred Dollars in one year.

John Bright.

Belvidere, September 18, 1902.

GUARANTEE FOR THE PERFORMANCE OF A CONTRACT.

For a good and valuable consideration, by us received, we, the undersigned, do hereby guarantee a faithful compliance with the terms of the above (or within) agreement upon the part of the said contractor, John Williams.

Done at Elgin, Kane County, State of Illinois, this 10th day of September, A. D., 1902.

Signed, Sealed and Delivered
in the presence of

Henry Worth,	Chas Smith,	(Seal.)
Chas. Buckley.	William Jennings.	(Seal.)

GUARANTY FOR THE PURCHASE OF A HORSE.

Chicago, Ill., Sept., 1, 1902.

In consideration of Two Hundred Dollars for a black mare, I hereby guarantee her to be only five years old, sound, free from vice and easy to ride or drive.

H. P. Blackwell.

N. B.—In this guaranty the seller will be held for all the defects in the animal at the time of sale. This is the safest way for one who is not an experienced judge of horses to purchase one.

GUARANTY OF A DEBT NOT YET INCURRED.

Chicago, Ill., Sept. 1, 1902.

Messrs. Williams & Worth, Dubuque.

Gentlemen: The bearer of this, Mr. R. J. Walker, of this city, is on the point of visiting your city for the purpose of buying goods, and desires articles in your line. He is considered worth some thirty thousand dollars, and such is our confidence in his ability and integrity, that we hereby guarantee the payment of any bills which he may make with you during this year, to an amount not exceeding five thousand dollars.

Yours respectfully,

Jacobs and Walker.

GUARANTY OF DEBT ALREADY INCURRED.

Chicago, Ill., September 2, 1902.

The Chicago Supply Co., Chicago.

Gentlemen: In consideration of two dollars, paid by yourselves, the receipt of which is hereby acknowledged, I guarantee that the debt of six hundred dollars, now owing to you by L. D. Graham, shall be paid at maturity.

Yours truly,

William Maitland.

INSURANCE.

Insurance is a contract, an agreement by which one assumes a certain risk which another would otherwise bear. The consideration on which the contract rests is called the premium; the instrument by which the contract is made, the policy.

Insurance is of four principal kinds: Fire, marine, life and accident insurance. Many general principles are applicable to all. Insurance is usually made by incorporated companies.

All stipulations and conditions contained in the policy are binding upon both parties, though signed by but one, the insurer.

The holder of the policy must have a personal interest in the property or life insured.

An Open Policy. This is one in which the property upon which the risk is taken is not fully described, but referred to in general terms.

FIRE INSURANCE.

Fire insurance is a contract to indemnify the owner of certain property, if it is damaged or destroyed by fire, whether upon buildings, ships, or the goods or stock contained therein, or live stock.

1. *The Contract* has two parties, (1) the owner of the property, and (2) the company. In it the owner agrees to pay the company a certain sum of money called the *Premium*, in any event, the company agrees to pay him whatever his damage amounts to, if there is a fire, up to a stated amount. When no fire occurs the company gains the whole premium.

The Time. The insurance may be for any time, but it is usually one, two or three years. At the end of this time a renewal is usually issued without making a new policy.

The Risks. The company is responsible for damage done by fire or by the water, etc., in putting it out.

Payment of Premium. The policy is usually so made as not to go into effect until the premium is paid to the company, either by the insured himself or by his proker.

If such a provision does not exist, then the policy is binding before the premium is paid, and the amount of unpaid premium is deducted by the company from the amount allowed for damages. Notice of losses must without delay be given to the company.

Ownership of Property. A person may insure property he owns, or in which he has an interest or upon which he holds a mortgage. The insurance policy does not go with out the consent of the company.

The amount of premium is based upon the degree of danger there is of fire. The insured must, therefore, not increase the risk; if he does the policy becomes void. Changes made should therefore be reported to the company and its consent obtained.

Changes made after the policy is issued for which the insured is not responsible will not affect the contract.

Amount Paid. The amount to be paid in fire insurance is the amount of the loss, unless the loss exceeds the amount of the policy. It never pays more than the policy. Thus if the policy is for $3,000 and the loss is $300, it pays $300 and the policy becomes $2,700. If the policy is $5,000 and the loss $6,000 the company pays only the $5,000 and the policy is discharged.

Full Insurance. Many companies do not take more than a $5,000 or $10,000 risk on property. To obtain different companies until he obtains the desired amount.

Negligence. A fire caused by negligence does not exempt the company from paying the loss. Most fires are caused by carelessness, and against such losses the owner wishes to protect himself. But the owner must do all he can to save his property and to set it on fire is a crime.

Misrepresentations on the part of the owner as to the character of the property or the danger to which it may be exposed make the policy void.

Conditions in the Policy. All policies contain certain additional agreements such as: that no gun-powper or kerosene oil, or other explosives, are to be kept on the premises insured; that they shall not become vacant, or that if any other insurance is added the company be notified.

Agencies. Every company is strictly liable for all any of its duly authorized agents may do or engage to do.

Mutual Companies. These differ from the Common Stock Companies in this, that every insured party is a member of the same, and is entitled to his share of the profits.

Mutual companies are usually forbidden by their charters to insure for more than two-thirds of the full value of the property.

FIRE INSURANCE POLICY.

THE MAIN CLAUSE.

No. 390,147. $10,000.

THE ROCKFORD FIRE INSURANCE COMPANY OF ROCKFORD.

In consideration of ($50.00) fifty dollars, do insure William Worth against loss or damage by fire to the amount amount of ten thousand dollars, as follows:

On certain books, engravings, steel and copper plates, and other merchandise now contained in the building at No. 345 Loomis Street, Illinois.

And the said company hereby agree to make good unto the assured, his executors, administrators and assigns, all such immediate loss or damage (not exceeding in amount the sum insured) as shall happen by fire to the property above specified, from the 10th day of September, 1902, at noon, to the 10th day of September, 1903, at noon, the amount of such loss and damage to be proven and paid or made good according to the following terms and conditions:

(Here follow ordinarily a large number of additional clauses. See below.)

In witness whereof we have caused this policy to be attested by the president and secretary of the company the 12th day of September, 1902.

Chas. Hammel, Secretary. William Ryan, President.

EXAMPLES OF SOME OF THE ADDITIONAL CLAUSES.

1. No assignment of this policy shall be valid until indorsed hereon and approved by the company.

2. This company shall not be liable for loss in case of fire caused by rioting, or by explosion, or in case the assured shall keep on the premises gunpowder, fireworks, phosphorus, naptha, etc.

3. This policy shall not be binding upon the company until the premium be actually paid.

4. In case there should be any other insurance on the property hereby insured, whether prior or subsequent, the assured shall be entitled to recover on this policy no greater proportion of the loss sustained than the sum herein insured bears to the whole amount insured thereon.

RENEWAL OF FIRE INSURANCE.

Rockford, Ill., Sept. 1, 1902.

THE ROCKFORD INSURANCE COMPANY.

Do insure John Williams, in consideration of fifty dollars, being the premium on five thousand five hundred dollars; this being a renewal of policy No. 157,874, which is hereby continued in force for one year, to wit, from September 1, 1902, to September 1, 1903, at noon.

James Wood, Secretary. William Downs. President.

LIFE INSURANCE.

Life insurance is a contract to pay a certain sum of money on the death of a certain person or when he reaches a certain age.

The premium is a fixed sum paid by the person insured annually or semi-annually.

The object of life insurance, when properly conducted, is to give those dependent upon a certain person some means of support if he should suddenly die; or to secure to the insured himself, when he arrives at an age or is placed in circumstances when he may need such support or assistance as the insurance will supply.

The insurance may also be taken out in favor of any legal representative who has an insurable interest, as is possessed by a creditor in the life of his debtor, by a father in the life of his minor child, by a wife in her husband, by a sister in the life of her brother, and in general, when by the death of the insured there would naturally follow actual and pecuniary loss or disadvantage to him to whom the policy is issued. If there is no insurable interest the contract is void, as being a gaming policy.

The consent of a person whose life is insured must be obtained to a policy issued in favor of a third party. If the insurable interest exists when the policy is issued and ceases before the death of the insured the contract still holds good.

Any material misrepresentations made by the insured at the time the policy is issued will render it void. Thus a false statement as to health such as a denial that the applicant had heart disease, would void the contract.

Very often that third party is the one insured; he is then said to insure his own life. He may make it payable to himself, and if it is payable at his death it then forms part of his estate, or he may make it payable to his wife and children or any one else he chooses. If made payable to another it cannot be touched by his creditors, nor can he in his will deprive the other of it.

The Contract is not to indemnify, qut to pay a certain sum, and in this respect differs from fire and marine insurance. A person may insure this own life in as many companies as he chooses, providing he is willing to pay the premiums

Payment of Premium. The insurance ceases if the premium is not paid when due. This is so even though it were accidentally forgotten, and even for a day. Some companies will re-insure upon the same

terms, but require a new examination and certificate of good health.

Assignment. Policies are frequently assigned. This, instead of a creditor obtaining a policy on his debtor's life, the debtor may obtain it on his own life and assign it to the creditor. *In every assignment the prudent rule is to obtain the consent of the company.* Sometimes the policy provides that it shall be void if it is assigned without consent.

Most mutual companies issue policies that are not assignable to any other persons except blood relations.

Misrepresentations. Veracity is in life insurance of the utmost importance. The company before issuing a policy requires a written application in which the applicant must answer many questions with regard to his health, occupation, etc. Those questions must be answered truthfully. If deception is practiced the policy becomes void.

If persons go on a journey or change their residence by which their life may be exposed to greater danger, they must give notice thereof to the company to obtain their consent. Most companies state all such conditions in their policies, which should be carefully read by the applicant before he insures and faithfully lived up to afterwards.

LIFE INSURANCE POLICY.

No. 198,203. $2,000.

THE FRIEND'S LIFE INSURANCE COMPANY.

In consideration of the representations made to them in the application for this policy, and of the sum of fifty dollars and the further sums of fifty dollars to be paid on the 10th day of September and April of each year during the continuance of this policy, do insure the life of Howard Nelson, of San Francisco, in the County of Cook, State of California, in the amount of two thousand dollars for the term of his natural life. And the said company does promise and agree to pay the amount of the said insurance at its office in California to Howard Nelson's legal representatives in sixty days after due notice and satisfactory proof of his death during the continuance of this policy.

In witness whereof, the said Friend's Life Insurance Company has by its president and actuary signed and delivered this contract this 12th day of September, 1902.

William Smith, Actuary. Holden Jinks, President.

Premium $50.00 payable semi-annually.

ACCIDENT INSURANCE.

Accident Insurance covers the causalities to which travelers by land or sea are constantly exposed, without undue carelessness on their part. If loss of limb or health occurs the insurer agrees to pay a stipulated sum to the insured in accordance with the premium paid.

Mutual companies usually pay a certain stipulated sum per week as long as the accident sustained renders the party incapable to resume his occupation.

Opportunities to affect an accident insurance are offered in all prominent railroad depots and in ocean steamship offices. It is the part of prudence for any person who travels extensively to take out an insurance for his own benefit or for those dependent upon him.

LANDLORD AND TENANT.

LEASES.

Leases are contracts by which one party called the lessor or landlord gives to the second party called the lessee or tenant possession of land or other real estate for a fixed period of time, receiving in return for the use, possession and profit thereof a fixed compensation called the rent.

Duration. A lease may be for life, at will, on suffrance or for a term of years. A lease for life terminates with the death of the lessee or tenant or any person specified as such in the lease.

A Lease of Suffrance of the landlord exists when a lease or a term of years has expired and the tenant is allowed to remain in possession. Such possession may be terminated without notice.

A Lease at Will is one which exists only during the will of the llandlord and may terminate at the will of either party, as the rights of possession on the part of the landlord or the rights of abandonment on the part of the tenant may justify or by the death of either party.

A Lease for a Term of Years begins and ends at a certain specified date. Under the latter the tenant possesses greater privileges than under either of the former. When the number of years is not mentioned it is construed to mean not less than two.

Leases Written or Unwritten. In some states a lease to be valid must be in writing, in others verbal agreements holds good in law. It is best under all circumstances to specify clearly and definitely all the terms of the contract in writing. In some states, where leases are re-

quired to be in writing, the mere signatures of the parties is sufficient; in others they must also be sealed and witnessed.

Essential Specifications in a written lease are: Dates, Names, Rent, Description.

The date fixes the beginning of the lease. Where no date is mentioned the time commences ordinarily with the delivery of the lease. This, however, is not always conclusive if another date can be proven.

Names. The law recognizes only one Christian name and the surname. If the party assumes a false name he is nevertheless responsible. The landlord deals with the man and not with the name.

The Rent. Rents may be payable in other valuables besides money; the amount should, however, always be stated. If not stated the law will allow the landlord what the use of the premises is reasonably worth.

Description of Premises. The lease must describe the premises. It need not be in full detail; any general description that will identify the property is sufficient. The parts and appurtenanes as ordinarily belong to such premises are included.

Who Cannot Give a Lease. A husband cannot make a lease which will bind his wife's property after his death. A guardian cannot give a lease extending beyond a minor's majority which the minor cannot annul if he wishes, but if he does not annul it the tenant is bound by it. Under the common law a married woman cannot lease her property, but under the statutes of most states she can. A special statute supersedes the common law.

A minor cannot make a valid lease but can become a tenant. Students under age hiring rooms come under this class.

RIGHTS OF LANDLORDS.

Subletting and Assigning Lease. The landlords can prohibit his tenant from supletting the premises, or any part of them, or from assigning ihe lease, by stating the prohibition in a special clause of the same.

2. *Tenant Breaking the Condition.* If the tenant has broken the condition of the laese by subletting the premises, the landlord, if he accepts the rent due cannot remove the tenant.

3. *Making Demand for Rent.* To make a non-payment of rent a cause for removal of the tenant the landlord must make his demand for the rent on the day when due, before sunset, and in the most prominent

place of the same. The absence of the tenant at such time does not relieve the landlord from making such a demand.

4. *Making Repairs.* Unless expressly covenanted, the landlord is not obliged to make the necessary repairs, If a tenant wishes his landlord to make special repairs during the term he must stipulate for the same in the lease. But if the landlord does agree to make all necessary repairs and fails to do so, even that does not relieve the tenant from paying rent.

5. *Notice to Quit.* When the tenancy is from year to year the landlord can terminate the same only by a notice to quit. Such notice must be explicit, in writing, served personally and signed not by the agent, but by the person who has the right to immediate possession. In some states the statutes require six month's notice in some three, in others one.

6. *Refusal to Vacate.* If a tenant refuses to vacate the premises after the termination of his lease, from any cause, the proper and safest way for the landlord, as well as the cheapest, is to get him out by process of law, or by a sealed lease to a third party, who can legally claim possession.

7. *Right to Inspect Premises.* The landlord has the right to enter upon the premises to ascertain whether there is any waste or injury done, after first giving notice of his intention.

RIGHTS OF TENANT.

Some of the rights of tenants are embodied in the above statements of the rights of the landlord.

1. *To What a Tenant is Entitled.* In taking possession of the premises the tenant is entitled to all the privileges and appurtenances to the property in all their details without being expressed in the laese.

2. *Sale of Property.* The landlord has no rigdt to interfere with the tenant's rights by selling the property. Such sale must be made subject to the rights of the tenant.

3, *The Right to Sublet.* A tenant can sublet the rented premises or any part of them, unless expressly prohibited from doing so by the terms of the lease. He, how ver, remains responsible to his landlord, unless the latter accepts such thirdparty as his tenant in place of the former and release him in writing.

4. *Lease Assignable.* A tenant's lease is always assignable unless it contains restrictions to the contrary.

Such an assignment may be for a part of the whole of the original term, but if for less than the original term then it is properly subletting.

5. *The Subtenant.* The subtenant bears no relation to the original landlord and is not responsible to him for the rent. The tenant from whom he has rented is his only landlord. In the case of an assignment of the lease the new tenant becomes the tenant or the original landlord and must pay him the rent.

6. *Repairs.* A tenant cannot make repairs upon the property rented and then deduct the amount paid out from the rent, for that would be in effect compelling the landlord to do it.

7. *Making Improvements.* For improvements that become part of the premises, or such as cannot be removed without injury to the same, the tenant can claim n allowance from the landlord; but a tenant may remove from rented property articles which he has placed for use in some trade, such as steam engines or other machines, or even buildings erected for the same purpose, or articles for domestic use, such as furnaces, shelves, gas fixtures, etc. Of course his personal property a tenant can remove any time at pleasure.

8. *Right to Quit.* Where the renting is for a definite time no notice from either party to the other is necessary, as the landlord has the immediate right of possession as soon as the time expires; so the tenant has also the right to vacate at that time without giving notice to the landlord. Where, however, no limit of time is set a notice from either party is required for six month's time or less.

9. *Payment of Taxes.* Where the tenant is to pay the taxes on the property he occupies it must be distinctly stated in the lease, as a verbal promise is of no effect.

10. *A Recorded Lease.* If a lease for three or more years is acknowledged and recorded in the recorder's office then the leased property cannot be secretly or fraudulently conveyed during that time.

11. *Effects of Mortgage.* If after renting, the landlord should mortgage the property, the mortgagee's rights would be subject to those of the tenant, and a sale for foreclosure could not disturb the tenant's possession.

DUTIES OF THE LANDLORD.

1. It is the landlord's duty to see to it that his tenant has the quiet enjoyment of the premises and is not disturbed by anyone having a better title to the same than the landlord.

2. The landlord must not render the tenant's occupation uncomfortable by erecting anything like a nuisance on or near the premises.

3. If not otherwise provided for in the lease, it is the landlord's duty to pay the taxes, ground rent, or interest on a mortgage that may exist.

4. The landlord is not bound to make repairs or allow the tenant for repairs which he may make unless especially agreed for in advance and so stated in the lease.

DUTIES OF THE TENANT.

1. The tenant must take such care of the premises that others may not be injured by any neglect of any part of it.

2. The chief duty of the tenant is to pay rent. If no time for his possession is fixed then he is only obliged to pay for the time he has occupied; but if under an agreement for a certain term he will have to pay for that term.

3. He is expected to keep the premises wind and water tight and repair all damages made or suffered by him. Natural wear and tear he need not make good.

4. The tenant is obliged to return the premises to his landlord at the end of his term undiminished in value by any wilful or neglegent act of his. This requires him to replace broken doors or windows, or such other articles as may have been broken by use, neglect or accident.

LEASES FOR RENTING A HOUSE,

SHORT FORM.

This Instrument, made the fourth day of September, 1902, witnesseth that I have this day let and rented unto William Smith my house and premises, No. 120 Forest Ave., in the city of Boston, and State of Massachusetts, with the sole and uninterrupted use and occupation thereof for one year, to commence the first day of October next, at the monthly rent of thirty dollars, payable in advance.

Witness my hand and seal.

John Wilson. (Seal.)

LEASE FOR RENTING A HOUSE.

LONG FORM.

This Indenture, made the 1st day of September 1902. between John Smith, of Union, State of Indiana, of the first part, and John Jones, of the same place, of the second part.

Witnesseth, That the party of the first part has hereby let and rented to the party of the second part, and the party of the second part has hereby hired and taken from the party of the first part, the ground floor, cellar and second story of the premises known as 2949 Union Ave., in the city of Belvidere, with the appurtenances, for the term of three years, to commence the third day of September, 1902, at the yearly rental of one thousand ($1000) dollars, payable in equal quarterly payments on the usual quarter days in each year.

And it is agreed that if any rent shall be due and unpaid, or if default shall be made in any of the covenants herein named, then it shall be lawful for the said party of the first part to re-enter the said premises and to remove all persons therefrom.

And the said party of the second part covenants to pay to the said party of the first part the said rents as herein specified and that at the expiration of the said term the said party of the second part will quit and surrender the premises in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted; and the said party of the second part on paying the said yearly rent and performing the covenants aforesaid shall and may peaceably and quietly have,hold and enjoy the said demised premises for the term aforesaid.

In witness whereof the parties hereto have hereunto interchangeably set their hands.

E. H. Worth,
R. W. Hohns.

LANDLORD'S AGREEMENT.

This certifies that I have let and rented, this fourth day of September, 1902, unto William Baker my house and lot, No. 152 Wabash Ave., in the City of Chicago, State of Illinois, and its appurtenances; he to have the free and uninterrupted occupation thereof for one year from this date at the yearly rental of four hundred dollars, to be paid monthly in advance, rent to cease if destroyed by fire or otherwise made untenantable.

William Jones.

TENANT'S AGREEMENT.

This certifies that I have hired and taken from William Jones his house and lot, No. 152 Wabash Ave., in the City of Chicago, State of Illinois, with appurtenances thereto belonging for one year, to commence this day, at a yearly

rental of four hundred dollars to be paid monthly, in advance unless said house becomes untenantable from fire or other causes, in which case rent ceases, and I further agree to give and yield said premises one year from this fourth day of September, 1902, in as good condition as now, ordinary wear and damage by the elements excepted.

Given under my hand this day, etc.

William Baker.

LANDLORD'S NOTICE TO QUIT.

To William Baker.

Sir:—Please observe that the term of one year for which the house and land situated at 152 Wabash Ave., and now occupied by yourself, were rented to you expired on the fourth day of September, 1903, and as I desire to repossess said premises you are hereby requested and required to vacate the same.

Respectfully yours,

William Jones.

Chicago, Ill., Sept. 12, 1902.

TENANT'S NOTICE OF LEAVING.

To William Jones.

Sir: The premises I now occupy as your tenant at No. 152 Wabash Ave., I shall vacate on the third day of September, 1903. You will please take notice accordingly.

Yours truly,

William Baker.

Chicago, Ill., Sept. 3, 1903.

FARM LEASES.

While the foregoing laws are of general application to landlords and tenants, some additional features pertaining to farm leases demand special attention.

General Duties of Farm Tenants. A tenant of a farm is bound without a special clause in the lease to cultivate the land, and generally so to manage all the affairs of the farm as good husbandry requires, and is as the custom in the vicinity.

Crops. As a general rule when no time is specified at which the tenancy shall cease, the tenant is entitled to the so-called "away-going crops," or crops of the present season, but when the time is fixed and certain the tenant is not entitled to such crops, because he knew

when he sowed that he took the risk of getting his crops off before the termination of his term. It is also held that the tenant leaving is entitled only to the annual production of the soil raised by his own labor, which does not include the permanent and natural products of the earth, such as trees, fruits of the orchard, natural grasses and the like. Local usages of the country are, however, largely taken into consideration here, and special statutes of the states may vary greatly in this respect.

Manure. It is a general law that manure upon a leased farm cannot be removed by the outgoing tenant.

Fixtures. The question as to what constitute fixtures on a farm is a broad one, and we can only say that respecting this the rules are liberal in favor of the tenant. It is stated in a general way that a tenant may sever and remove at any time all such fixtures of a chattel nature as he has himself erected or placed upon the rented premises for the purpose of ornament, domestic convenience, or to carry on a certain trade, such may be steam engines or other stationary machinery and buildings erected by him for such machinery.

Taxes. The tenant in possession is generally considered as liable for the taxes, but without special agreement he is under no obligations to his landlord to pay the taxes, and if he does pay them so as to protect himself in the possession and free enjoyment of the premises he can deduct the amount from the rent and hold his landlord for any excess above the rent due him.

Good Advice. No class of litigation is more intricate and technical than that of landlord and tenant. It should therefore be avoided if possible. In order to do so have your lease carefully executed, specifying as far as possible all details of conditions and then observe them carefully. If, however, any one, be he landlord or tenant, anticipates difficulty, then we advise him to secure the services of a competent lawyer to help if possible to avert the litigation or to conduct it for him.

"Law and justice are two things which God has joined but man has put asunder."

LEASE OF A FARM.

This Indenture, made this second day of September, 1902, between John Wilkins, of the township of Union, County of Cook, and State of Indiana, of the first part, and William Burke, of the said township and county, of the second part.

Witnesseth, That the said John Wilkins, for and in consideration of the yearly rents and covenants hereinafter mentioned and reserved on the part and behalf of the said John Wilkins, his heirs, executors and administrators, to be paid, kept and performed, hath demised, set and to farm let, and by these presents doth demise, set and farm let unto the said William Burke, his heirs and assigns, all that certain piece, parcel or tract of land situated, lying and being in the township of Union aforesaid, known as lot No. (Description of farm here), now in the possession of William Worth, containing four hundred acres of land, together with all buildings and improvements, to have and to hold the same unto the said William Worth, his heirs, executors and assigns, from the fifth day of September next, for and during the term of five years next ensuing, and fully to be complete and ended, yielding and paying for the same unto the said John Wilkins, his heirs and assigns, the yearly rent or sum of Two Thousand Dollars on the fifth day of September in each and every year during the term aforesaid and at the expiration of said term or sooner if determined upon, he, the said William Burke, his heirs or assigns, shall and will quietly and peacefully surrender and yield up said premises with the appurtenances unto the said John Wilkins, his heirs and assigns, in as good order and repair as the same are now, reasonable wear, tear and casualities which may happen by fire or otherwise only excepted.

In witness whereof, we have hereto set our hands and seals.

Signed, Sealed and Delivered
in the presence of
E. J. Smith.

John Wilkins, (L. S.)
William Burke. (L. S.)

A LEASE OF REAL ESTATE.

This Indenture, made this second day of September, A. D. 1902, between John Simmins of the Town of Epworth, in the County of Cook, and State of Illinois, of the first part, and Ronald Smith of the Town of Dubuque, in the County and State aforesaid, of the second part.

Witnesseth, that the said John Simmins, for the consideration hereinafter named, has demised, granted and leased and doth by these presents hereby demise, grant and lease unto the said Ronald Smith and his assigns Lots five (5) and six (6) in Block eight (8) of the original

town of Epworth, as shown by the plat of said town. Also the southeast quarter (S. E. ¼) of Section six (6), in Township ten (10), Range seven (7), west of fourth Principal Meridian, and containing one hundred (100) acres, according to government survey, together with all the privileges and appurtenances belonging thereto, to have and to hold the above described premises for and during the time of four years from the date hereof.

And the said Ronald Smith doth covenant and agree to pay the said John Simmins or his assigns the sum of One Thousand Dollars as yearly rent for said premises, in three equal payments of Three Hundred and Thirty-Dollars and one-third each, at the expiration of every four months from date, during the continuation of this lease.

In witness whereof the said parties have to this and one other instrument of the same tenor and date interchangeably set their hands and seals the day and year first above written.

Signed, Sealed and Delivered.
in the presence of
W. R. Jennings.

John Simmins (Seal.)
Ronald Smith (Seal.)

LETTERS OF CREDIT.

These are written papers in which the writer authorizes the person addressed to pay a certain amount to the bearer.

Letters of this kind are commonly sent by a banker or other responsible men to a distant banker or wealthy friend. The person bearing the latter may deposit an equivalent sum with the person who has given it to him in money, bonds, mortgages or stocks. Between intimate friends no security may be required.

The person sending the letter must sign it and guard it against fraud as are drafts, checks, etc. A copy of the letter is also sent by mail to the person addressed, in which the bearer is so described that he may be recognized. Having been fully identified, the bearer must then comply strictly with all the conditions of the letter before he receives the money.

In case the money is to be used to pay a debt due from the bearer to another party it should be stated in the letter.

If the letter is not accepted by the person to whom it is addressed the bearer should at once notify the author and give the reason why it has not been honored. Such a letter may also be used in an ordinary business transaction and combined with a letter of introduction and addressed to a business house where the writer is well known and the bearer is not, setting forth his financial ability for credit and guaranteeing the payment of any indebtedness contracted by him to a certain specified limit. This letter should also contain a description of the person.

Or if the bearer has a debt with the party addressed the letter may guarantee payment at a specified time.

The party whose signature the letter bears is held responsible for the amount involved, if the business house accepts the guarantee when presented.

LETTER OF CREDIT.

Chicago, Ill., Sept. 1, 1902.

Messrs. Smith & Jones,
Washington, D. C.

Dear Sirs: We take pleasure in introducing to you Mr. Woodbury, of this city, who visits Washington for the purpose of investing in property in the city or vicinity of Washington and desires to open a credit with you of Two Thousand Dollars. We hereby authorize you to honor his drafts to an amount not exceeding in the aggregate the above named sum and charge the same to us.

The signature of Mr. Woodbury accompanies this.

Yours very respectfully,

James & Wilkins Co.

Signature of Mr. Woodbury.

James & Wilkins Co.'s Letter Sent by Mail.

Messrs. Smith & Jones, Washington, D. C.

Gentlemen: We have to-day granted a letter of credit on your house (as per enclosed duplicate) to Mr. Woodbury for Two Thousand Dollars.

Mr. Woodbury is forty-five years of age, five feet ten inches tall, has a light complexion, light brown hair and blue eyes.

Respectfully yours,

James & Wilkins.

A GUARANTEE LETTER OF CREDIT.

Mr. George Brown,
San Francisco, Cal.

Dear Sir:

Mr. Smith, the bearer of this letter, is an extensive dealer in boots and shoes in this city and is now about visiting your city for the first time, with a view of purchasing goods. We have reason to know the condition of his financial ability and his promptness in meeting his liabilities. We therefore readily guarantee the payment of any indebtedness that he may contract with your house not exceeding Five Thousand Dollars.

Very respectfully,
E. J. Myers, 173 Newark Ave.

THE LETTER SENT BY MAIL.

173 Newark Ave., St. Louis, Mo., Sept. 10, 1902.

Mr. George Brown,
San Francisco, Cal.

Dear Sir:

We have to-day given a guarantee letter of credit upon you for Five Thousand Dollars in merchandise. The bearer of our letter of credit is Mr. Smith, an acquaintance of ours and a prominent merchant of this city.

Mr. Smith is thirty years old, six feet tall, has a dark complexion, with dark hair and eyes.

We commend him to your consideration.

Respectfully,
E. J. Myers, 173 Newark Ave.

LICENSE.

A License is a permission granted by the proper authorities to a person or persons to sell certain kinds of merchandise or to transact any other lawful and specified business within a certain district, city or village, on the payment of a special tax or premium for such privileges.

Such licenses are granted by the general government, the state, county or city, or by others in authority.

The trades, vocations and professions for which licenses are granted are of great variety. They are regulated by statutes and ordinances of city governments which provide restrictions and fix penalties for violating the conditions of the license by misrepresentation or other fraudulent practice.

A license is liable to be recalled or cancelled by the authorities who have issued the same either in accordance with a fixed date or because of some by violation the licensed person.

A license may be legally granted in mere words without writing, but in such cases the presence of a competent witness is required to substantiate the same.

The following forms may serve as general models and prove of service to some interested party.

FORM OF PEDDLER'S LICENSE.

By authority of the City of Springfield, permission is hereby given to John Dempsey to peddle notions of all descriptions, numbered 179, from the date hereof until the first day of Sept., next in said city, subject to the ordinances of said city in such cases made and provided and to revocation by the Mayor at any time at his discretion.

City Seal. Witness the hand of the Mayor of said city and the corporate seal hereof, this 1st day of September, 1902.

Gorman Brown, Mayor.

Attest: City Clerk.

On the back of the license is printed the following:

LICENSE 197.

To Peddlers: Your attention is directed to the following section from the ordinance relating to peddlers:

Section 5. Any person who shall exercise the vocation of peddler by means of a wagon, cart or other vehicle shall cause his name, together with the number of his license, to be painted on the outside of his vehicle, the letters and figures not less than one inch in length.

Any violation of this section shall subject the offender to a fine of not less than Ten Dollars and not more than Sixty Dollars.

LIENS.

A Lien is a claim which one person has upon the property of another as security for some debt or charge.

A lien by force of common law consists in a mere right to retain possession of the property until the debt or charge is paid.

A Particular Lien holds the property of another because of labor bestowed upon it or money expended for it.

A General Lien includes a particular lien and consists in a right to retain the property of another because of a general balance due from the owner.

Parties Having a Particular Lien Without Special Statute. Every Mechanic has a particular lien on any article on which he has expended labor and money.

Carriers also have a lien on all goods consigned them for special services rendered. Lawyers have a lien on all the paper in a case for their pay.

Pawnbrokers have a right of lien in case where the person pawning the goods has authority to pledge, but not otherwise.

All Venders have a lien on goods for their pay as long as they are not delivered, but not after that.

Commission Merchants and Brokers have a general lien on goods for commission due.

Requisites of a Lion. The assential requisite of a lien consists in the lawful delivery of the property to the party claiming the lien or to his authorized agent. Whenever possession is voluntarily given up the lien is lost.

Rights of Creditor. A creditor can by lien retain possession of goods even against the assignee of debtor, provided they have been placed honestly iuto his hands.

Shippers of goods have a lien for the value of goods shipped.

Liens by Express Agreement. Tuis occurs when goods are placed into the hands of aa person for some special purpose with an express contract that the goods shall be a pledgt for the labor or expense incurred or where property is delivered to another with the express understanding that it is necessary for a loan made on the sredit of it.

No Lien Without Special Statutes. Boarding-house keepers and livery keepers are entitled to lens only by special statutes of the state.

Special Statutes. The foregoing cases are all covered by common law, but in many states special statutes have been passed which by particular laws mark out minutely the course of procedure to enforce the lien. In many states by special statutes the right of liens has been given to boarding-house keepers, livery men and others.

Enforcement of Liens. A person holding a lien under the common law has in general not the power to sell the property; it is only a right to force payment by holding the property and thereby depriving the owner from the use of it until he renders justice where it is due. Where property is held as security for a loan the lender

may sell, but he must give due notice of the time and manner of sale so as to give the owner of the property all possible chance to redeem or to waive rights. Many states have special statutes for the enforcement of liens and it is safest to consult these where enforcement becomes necessary.

MECHANIC'S LIENS.

Liens created by statutes, although based upon the principles of common law are designed to go further, namely: to give liens even where the possession is not with the consent of the owner or where exclusive possession is impossible.

Mechanic's liens are exclusively created by statutes; and no matter how just the claim may seem the lien will not exist unless the party brings himself under the provisions of the statute.

The statute is based upon the principle that the party who has increased the value of the property by his labor or material furnished should have security upon the property although changed in form.

Mechanics are here assured of their right to a lien upon the property for their labor and material furnished, but as to details concerning the conditions of the lien and the manner of enforcing it they will do well to consult the statutes of their particular state.

The form given below will serve as a general model:

Clerk of the Boone County Court.
Belvidere, Ind.

Sir.—Please Take Notice, that I, James Brown, residing at 198 East Ave., in the city of Belvidere, County of Boone, have a claim against William McCormick, owner (or only contractor, as the case may be) of a new four-story brick dwelling house, amounting to One Thousand Six Hundred Dollars, now due to me, and that the claim is made for and on account of material furnished in pursuance of a contract entered into the 1st day of September, 1902 (here describe the contract, between the undersigned and the said James Brown. The said building is situated on Lot , in Block , in Johnson's addition to the City of Belvidere, on the east side of State St., and is known as No. 1987 of said street. The following is a diagram of said premises.

(INSERT DIAGRAM.)

And that I have and claim a lien upon said building and the appurtenances and lot on which said building stands,

subject to the provisions of an Act of the Legislature of the state of Indiana entitled, "An Act to Secure the Payment of Mechanics, Laborers and Persons Furnishing Material Toward the Erection, Altering or Repairing of Buildings in the City of Belvidere," passed , 19 and of the acts amending the same.

Dated this 10th day of September, 1902.

James Brown.

James Brown, being duly sworn, says that he is the claimant mentioned in the foregoing notice of lien; that he has read the said notice and knows the contents; and that the same is true of his own knowledge, except as to those matters stated on information and belief, as to those matters he believes to be true.

Sworn before me this 10th day of September, A. D. 1902.

John Jones, Police Justice.

A lien should be sworn to before a Notary, a Justice of the Peace or County Judge, and in some states, County Clerk.

It should be filed with the Clerk of the County Court.

LEGAL RELATION OF EMPLOYER AND EMPLOYE. AGREEMENT FOR PERSONAL SERVICES.

An agreement to work for another is a very common kind of contract in business life.

There are two general kinds.

1. To do some particular thing.
2. To do whatever the employer may direct.

Brokers, commission merchants, lawyers, tradesmen, and many others belong to the first class; clerks and all others employed to do general work belong to the second class.

The act of employing in both classes is a contract in which each party agrees to do a certain thing.

1. *The Compensation.* All agreements to employ, contain an agreement to pay for the services rendered, which latter agreement is either expressed or implied. *When services are requested there is always an implied contract to pay what they are worth,* i. e., the price usually paid by others for such services.

2. *Employer's Agreement.* The person employed to do a certain work must fulfill his agreement, but he need not do anything else. *It is an implied part in every agreement to render services, that the work will be done with ordinary*

skill, care and diligence. A failure in this makes him forfeit his compensation, no matter how much he has done. all respects responsible for the work done.

3. *Loss or Injury.* When one has another's property in his possession, he is expected to take all possible care of it; if through his carelessness it is lost or injured, the careless one is not only not entitled to any compensation for what work he has done, but must compensate the owner for his loss or injury. For losses occasioned otherwise he is not responsible.

4. *Length of Employment.* Where in the second class a person is employed to perform a certain class of duties, *the time for which he is hired is an important element,* whether that time be a day, a week, a mounth, a year, or longer. When no time of service is specified, the time when payment is made will indicate the length of employment. Thus so many dollars a week, or a month, it is a hiring for a week or a month, respectively. If the work continues the next week or month in the same manner it is a new contract on the same terms.

5. *Discharge of Employe.* An employe may be discharged at the end of his time without any cause or previous notice. If hired at so much per week and for no definite time he may be discharged at the end of any week, or even during the week, and he has no right to insist upon working after he is discharged. If, however, the discharge is without good cause, i. e., if the work is all right, he is entitled to payment for the whole period. If, on the other hand, there was good reason for the discharge, arising from his own fault, he is entitled to no pay for any of that period.

6. *Leaving Services.* An employe can leave at the end of the time without giving notice. But if he leaves before the expiration of the time he is entitled to no pay for that period, no matter how much of the time he has worked.

Thus, if he agreed to stay a month and left at the end of three weeks he would be entitled to nothing.

The general rule applies here as elsewhere. *Each party must keep his part of the contract if the other does, but need not if the other does not.*

REAL ESTATE MORTGAGES.

A Mortgage is a conveyance of property, either personal or real, given to secure payment of a debt, or the performance of some special act. When the debt is paid the mortgage becomes void and of no value.

The word means a "dead pledge," because the property is dead to him who executed the mortgage unless he fulfills the conditions necessary to redeem it.

The person mortgaging his property is called the *Mortgagor*, and the person to whom the mortgage is given the *Mortgagee*.

In real estate mortgages, unless otherwise provided, the person giving the mortgage retains possession of the property, receives all the rents and other profits, and pays all taxes and other expenses.

Must be Acknowledged. A mortgage pledging real estate must be acknowledged like a deed, before a proper public officer, whose duty it is to record such instruments.

Must be in Writing. All mortgages must be in writing, signed and sealed. The time when the debt, to secure which the mortgage was given, is due must be plainly stated, and the property conveyed must be clearly described, located and scheduled.

Owner and shipRedemption. Formerly the mortgagee was considered the legal owner of the property but now he is regarded as having only a lien upon the property by way of security. The title still remains in the mortgagor, and by having inserted a redemptive clause he has a right to redeem it. An equity of redemption is a right which the mortgagor has to retain his estate by meeting the conditions of the mortgage, after the time set forth in the terms of the deed, and it is enforcible at equity and not at law.

The time of redemption is generally limited by statute to one year. The heirs and legal representatives of the mortgagor may also have the right of redemption; but nothing short of paying the whole debt gives the right to redeem, for a mortgagee is not bound to take his money on installments.

Power of Sale. A power of sale is not essential to a mortgage, but it may contain a clause permitting the sale of the property, if forfeited by non-payment of debt, as required. A mortgage may be so drawn that the property can be sold without decree from the court according to the statutes of the state, or by agreement of the parties.

Mortgages are sometimes so drawn that a single failure in paying the interest at a stated time renders due the whole, both principal and interest, and gives the mortgagee authority to sell the property long before the debt is due.

The Accompanying Bond or Note. It is usual not only to insert a covenant of promise in the mortgage

to pay the debt, but for the mortgagor to give also his bond or note, as collatera, to the personal security. In this case the mortgagee may sue and recover upon the note or bond, or he can foreclose his mortgage; and if there is not sufficient realized from the sale to pay the debt, he may recover the balance on the bond or note.

The Note or Bond is the principal debt, the mortgage is only collateral there to.

Assignment. A mortgage can be assigned, but unless the bond or note is also assigned it is worthless and gives no right to foreclose.

Making Payments. If the wording in the mortgage or note is "payable on or before" a certain date, the creditor cannot compel payment before that date (if the interest is kept up), but the debtor, if so disposed, can pay at any time, and the creditor must accept it.

A debtor cannot compel his creditor to accept payment before it is due because he has a right to have his money remain on interest according to agreement.

Whenever payment is made upon a note or bond or mortgage it should be carefully indorsed upon the instrument.

Tendering Payment. If the full amount due on a mortgage is tendered to the cridetor it stops the interest and releases the lien on the mortgage, but the debt remains. The creditor has, after that, only the individual responsibility of the debtor to secure his claim. This rule is applicable to mortgages on real and personal property, as also to all liens for personal labor and chattels.

Foreclosure. If the mortgagor fails to meet the conditions of the mortgage then the mortgagee may foreclose. The method of foreclosure differs in several states. In some the statutes prescribe a short summary method; in others an action of the court is necessary; in still others either method is legal.

Referring the case to a master in chancery.
Selling it to the highest bidder at auction.
Hearing the parties by the Court.
Deeding to the purchaser.
Advertising the property.
Application to a Court of Chancery for authority to foreclose.
Paying over any surplus fund remaining from the sale to the mortgagor.

Since the interests involved in giving and taking a mortgage on real estate are of such great importance that a mistake in executing it or in complying with its conditions may subject the interested parties to much trouble

and heavy losses, the mortgage, bond and note should be drawn up with the utmost care and the conditions laid down strictly and promptly complied with.

PROMISSORY NOTE SECURED BY MORTGAGE.

$5,000. Chicago, Sept., 10, 1902.

Two years after date I promise to pay to John Smith Five Thousand Dollars at the Continental Bank of Chicago, with interest at the rate of six per cent. per annum, making such sale, on demand, to the party for value received.

This note is secured by a mortgage of even date herewith on certain real estate (describe the premises.)

William Jones.

REAL ESTATE MORTGAGE TO SECURE PAYMENT OF ABOVE NOTE.

This Indenture, made this 10th day of September in the year one thousand nine hundred and two, between William Jones of the City, ——— County and State of Illinois, and Mary his wife, parties of the first part, and John Smith, of the City of Belvidere, County of Boone and State of Indiana, party of the second part,

Witnesseth: That the said party of the first part, for and in consideration of the sum of Five Thousand Dollars, does grant, bargain, sell and convey unto the said party of the second part and to his heirs and assigns all (give a complete description of the premises mortgaged) together with all the hereditaments and appurtenances thereto belonging or in anywise appertaining.

This conveyance is intended as a mortgage to secure the payment of the above note according to the condition of the same, and these presents shall be void if such payment be made.

But in case default shall be made in the payment of the principal or interest as above provided, than the party of the second part, his executors, administrators assigns, are hereby empowered to sell the premises above described, with all and every of the appurtenances or any part thereof, in the manner prescribed by law, and out of the money arising from such sale to retain the said principal and interest, together with the costs and charges of making the such sale, and the surplus, if any there be,

shall be paid by the party making such sale, on demand, to the party of the first part, his heirs or assigns, etc.

In witness whereof said party of the first part hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in presence of
William Baker,
John Scott.

William Jones (L. S.)
Mary Jones, (L. S.)

MORTGAGE-SHORT FORM.

The mortgagor, William Smith and Mary Smith, his wife of the town of Garden Prairie, in the County of Cook and State of Illinois, Mortgage and Warrant to Howard Jones, of the same place, to secure the payment of a certain promissory note for the sum of Two Thousand Dollars payable to the order of the said Howard Jones in three years from the date thereof, with interest at the rate of five per cent. per annum, payable semi-annually, the following described Real Estate: Lots number one (1), two (2), and three (3) in Block No. fifteen (15) of Johnson's addition to the Town of Garden Prairie, in the County of Cook and State of Illinois, hereby releasing and waiving all rights under and by virtue of the Williams Exemption Laws of this State.

Dated this 3rd day of September, A. D. 1902.

Signed, Sealed and Delivered in presence of
Amos Brown,
Seth Barstow.

William Smith, (L. S.)
Mary Smith. (L. S.)

CHATTEL MORTGAGES.

A Chattel Mortgage is a mortgage on personal property. Persons sometimes desire to use their personal property as security and yet retain possession of it, as for instance, furniture, machinery, tools, a library, or a stock of goods from which they are selling. This can be done by giving a *Chattel Mortgage*, which is really a conditional sale of the property, to the creditor, whose the property becomes if the debt is not paid when due.

RULES GOVERNING CHATTEL MORTGAGES.

1. A Chattel Mortgage must be acknowledged before a Justice of the Peace or before the County Judge.
2. It runs out in two years.

3. The property must be taken possession of by the mortgagor when the mortgage matures, or other creditors can claim the property.

4. If the debt is not paid when due the property becomes the creditor's, and the debtor is entitled to no surplus.

5. It is a criminal offense for the mortgagor to sell the property covered by a chattel mortgage.

6. Mortgages of personal property should have a clause providing for the equity of redemption.

7. A mortgagee may sell or transfer his mortgage to another, but the purchaser cannot sell the property until the mortgage matures.

FORM OF CHATTEL MORTGAGE.

Know All Men by these Presents, That I, William Jones, of the City of Milwaukee, in the County of Boone and State of Indiana, acknowledge myself to be indebted to John Henderson of the same place, in the sum of Six Hundred Dollars ($600.00), to be paid on the 3rd day of September, 1902, with interest at five per cent. from this date.

Now, therefore, in consideration of such indebtedness, and in order to secure the payment of the same as aforesaid, I do hereby sell, assign, transfer and set over unto the said John Henderson, his executors, administrators and assigns, the goods and chattels mentioned in the schedule hereto annexed and now at the residence No. 158 Maple Street in the City of Milwaukee aforesaid.

Provided, however, that if said debt and interest be paid as above specified, this sale and transfer shall be void, and this conveyance is also subject to the following conditions:

The property hereby sold and transferred is to remain in my possession until default be made in the payment of the debt and interest aforesaid, or some part thereof; but in case of a sale or disposal or attempt to remove the same from said residence, or an unreasonable depreciation in value, the said John Henderson may take said property or any part thereof unto his own possession.

Upon taking said property or any part thereof into his possession, either in case of default or as above provided the said John Henderson shall sell the same at public or private sale, and after satisfying the aforesaid debt and interest thereon and all necessary and reasonable costs, charges and expenses incurred by him, out of the proceeds

of such sale, he shall return the surplus to me or my representative.

In witness whereof, I have hereunto set my hand and seal this 3rd day of September, 1902.

Executed in the presence of
Herman Brown. John Henderson, (L. S.)

RELEASE AND SATISFACTION OF MORTGAGE.

Know All Men by these Presents, That the debt secured by mortgage upon the following described property, situated in Milwaukee, in Boone County, in the State of Indiana, to wit: (describing it), wherein William Jones is grantor and John Henderson is grantee, and dated September 3rd, a —— of which is —— in volume —, page —, the office of the (register or recorder) of deeds of Boone County ——, has been fully satisfied, in consideration of said mortgage is hereby released.

Witness. William Jones.

PARTNERSHIP.

A Partnership exists when two or more persons combine their property, their labor, their skill, or all of these in business, to share the gains and losses in certain proportions.

DIFFERENT KINDS OF PARTNERSHIP.

A General Partnership is constituted between individuals if they agree to enter into a general or particular business, to share the profits and losses together without fixing any limitations or conditions.

A Special Partnership is an agreement entered into to perform only a particular work and to put in a limited amount of capital and to receive a corresponding share of the profits, and be held correspondingly responsible for the contracts of the firm.

A Secret Partner is one who is not openly or generally so declared.

A Dormant or Silent Partner is one who takes no part in the transaction or control of the business, but shares in the profits and losses according to certain agreements.

A Nominal Partner is held out to the world as such, without actually participating in the profits and losses of the business.

HOW PARTNERSHIPS ARE FORMED.

All persons who are legally competent to do business for themselves may enter into partnership.

A partnership may be formed by a mere verbal agreement and stand in law, but a written agreement is the only safe one, and he who neglects it will doubtless have reason to regret it later.

The parties may agree as they please as to sharing profits or losses, but in the absence of writing to prove the contrary, the law will assume that partners share profits and losses equally.

The articles of agreement should be drawn up with special care in writing the details of conditions, liabilities and proportionate share of profits or loss fully stated.

How Soon a Partnership is in Force. It is presumed that a partnership commences at the time the articles of copartnership are drawn unless otherwise stated.

Use of Name in Partnership. It is generally supposed that one partner cannot sue another. This is not wholly true. A partner can sue for a balance due him after settlement of general accounts or for a balance due him or some specific account. It is, however, best to appeal to a Court of Equity, for that Court can do for partnership what the law cannot do.

DISSOLUTION OF PARTNERSHIP.

A partnership may be dissolved by mutual consent, by expiration of pre-determined time, by death of one of the partners, by insanity, by the bankruptcy of either partner or by the Court for any good cause, such as dishonesty of one partner against the rest, or incapacity caused by habitual drunkenness or conviction of any crime.

A partner may withdraw at any time if no time for the continuation of the partnership is mentioned in the articles of agreement, but he must give notice due of his intention to the other partners.

If the time for the continuance of the partnership is mentioned, a partner can nevertheless withdraw at any time, but he is responsible to the firm for damages caused by the breach of his promise.

If a partner dies the surviving partners alone have the right to settle up the business. To his heirs and legal representatives they need only to render an account of the business.

Notice to be Given. Upon the dissolution of a partnership by mutual consent, it should be indorsed on the articles of copartnership, and a notice given in some

prominent newspaper. Special notice should also be sent to each one of the creditors of the firm.

Authority of Partners. As a general rule, the whole firm and each member of it is bound by the acts and contracts of one partner, because, in the eye of the law, the act or contract of one is regarded as the act of all. Each is regarded as the agent of all without any express authority being given. Thus, loans, purchases, sales, assignments, pledges, or mortgages effected by one partner on the partnership account, and with good faith in the third party are binding on all the firm.

So is also release by one a release; notice to one is notice to all; demand of one is demand of all. In matters, however, not connected with the partnership, but intended for his own personal interests the firm is not bound.

Liability of the Several Partners. For the payment of partnership debts the property of the firm, both real and personal, as well as that of each individual partner, is held responsible for amount of the unpaid partnership debt.

Partners in order to bind all must act in unison; two members of a firm cannot conclusively bind a third. If one of my partners were about making a trade with A., of which I do not approve, and I thus express my dissent to A., the trade, if consummated, will not bind me, provided I give notice in time to prevent A. from entering into it.

Individual Debts of Partners. If a partner has individual debts then his interest in the firm is held responsible for them, after the debts of the firm have been paid. The liabilities of the firm, however, always have the first claim upon its own property.

Liabilities of a New Partner. A new partner is not responsible for the debts of the firm contracted by the same previous of his admission.

Selling of a Partner's Interest. No partner can sell his interest to an outside party, in order to have him take his place, without the consent of the other partner.

Authority of Partners After a Partnership is Dissolved. After dissolution each partner has the right to settle up the business, unless the partners agree otherwise and give notice thereof. He can, however, create no new obligations, but only settle up the old ones. The statute law of the state should be carefully complied with in this respect.

The following forms will serve as models for drawing up articles of copartnership:

ARTICLES OF COPARTNERSHIP.

Articles of Agreement made and concluded this second day of September, in the year, A. D. one thousand nine hundred and two, between John Meyers of the first part and William Smith of the second part, both of the City of Boston, County of Boone, State of Massachusetts.

The said parties have agreed to associate themselves as co-partners for the purpose of carrying on the Hardware Business at No. 197 South Square in the City of Boston.

1. The name, title and style of such partnership shall be Meyers & Smith and it shall continue five years from date hereof, except in case of the death of either of the said partners within the said term.

2. That the said John Meyers contribute Seven Thousand Dollars ($7,000) and the said William Smith One Thousand Dollars ($1,000).

3. All the net profits arising out of the business shall be divided in the following proportions: Seven-eights to the said John Meyers and one-eight to the said William Smith.

4. That books of account shall be kept, in which shall be entered a full and exact account of all purchases, sales, transactions and accounts of said firm, and which shall always be open to the inspection of both parties and their legal representatives respectively.

5. That the said John Meyers shall have exclusive charge of all the buying for the firm.

6. Each partner shall devote all his time to the said business and will use his best efforts to make the business successful and promote the interests of the firms in every way.

7. Neither party shall assume any obligation or liability in the name of the firm for the accomodation of any other person or persons whatsoever without the consent of the other party; nor shall either party lend any of the funds of the firm without the consent of the other partner.

And it is further agreed that if either party violates any of the aforesaid articles of agreement the other shall have the right to dissolve this co-partnership immediately upon becoming informed of such violation.

In witness whereof, we have hereunto set our hands and seals the day and year above written.

John Meyers, (Seal.)
William Smith. (Seal.)

Executed and Delivered
in the presence of
Martin Smith.
William Durlap.

DISSOLUTION OF PARTNERSHIP.

We, the undersigned, do mutually agree that the within mentioned partnership be and the same is hereby dissolved, except for the purpose of the final liquidation and settlement of the business thereof; and upon such settlement wholly to cease and terminate.

In witness whereof, we have hereunto set our hands and seals this third day of September, 1902.

John Meyers, (Seal.)
William Smith. (Seal.)

Signed, Sealed and Delivered
in the presence of
E. G. Norton.
E. P. Johnston.

NOTICE OF DISSOLUTION.

Notice is hereby given that the partnership heretofore existing between John Meyers and William Smith, of Boston, Mass., under the firm name of Meyers & Smith, is, this third day of September, 1902, dissolved by mutual consent.

John Meyers.
William Smith.

The business will be continued at Boston by John Meyers, who is authorized to settle the affairs of the said firm.

Boston, September 3, 1902.

PASSPORTS.

A Passport is a written permit to citizens of this country to travel unmolested in any foreign country. It recommends them to the protection of foreign governments where they may visit.

The Secretary of State of the United States, at Washington, is alone properly authorized to issue passports, but the ministers and other diplomatic representatives of our government abroad may also grant, issue and verify them.

None but citizens of the United States can receive passports. The charge is $5.00.

Any officer granting unlawfully a passport subjects himself to punishment by fine or imprisonment.

Passports may be issued by Collectors of Customs to United States vessels visiting foreign ports; and the

master of a ship who sails without one to a foreign port makes himself liable to punishment.

The name, age and residence of the applicant, with a description of his personal appearance, are entered in it, to properly identify him.

CHAPTER VII.

Notes.

RULES FOR WRITING, COLLECTING AND TRANSFERRING NOTES

A note is void when founded upon fraud.

Notes are made payable to bearer or order.

Money paid under mistake must be refunded.

A signature written with a lead pencil is valid.

A note made on Sunday is void in some states.

A note as a gift is void for want of consideration.

The face of a note is the sum for which it is given.

If no time is specified the note is payable on demand.

A note made by an intoxicated person or minor is void.

Outside evidence cannot change the time of negotiable paper.

A note given by one who cannot write should be witnessed.

Always write the name of the place and state, as it is just as important as the date.

The signatures on a note or bill need not be proven, unless it is first denied under oath.

He who makes the note is the first debtor, and the indorsers are held conditionally liable.

The person who promises is called the maker, and the one to whom he promises is called the payee.

A note made in one state, payable in another, must be governed by the laws in the state in which it is to be paid.

Evidence is allowed in correcting a mistake made in stating the amount.

An extension of the time of a note by holder releases sureties and indorsers.

An indorser can avoid liability by writing, "without recourse" on the back of a note with his signature.

Days of grace are allowed in all states except California, Arizona, Idaho, Illinois and Wisconsin.

A written agreement signed by one person to pay another at a fixed time a stated sum of money is called a note.

Upon presentation for payment and refusal by maker at maturity, the note should be protested by a Notary Public.

If "with interest" is included in the note, it draws the legal rate of the state where it is given from the time it is made.

A note obtained through fraud in the hands of an innocent party who has acquired it in good faith may be collected.

All the parties who have written their names on a note are liable for the amount due; but only one satisfaction can be recovered.

A note given by one who is not of age cannot be collected by law. If the minor ratifies after becoming of age, it becomes valid.

If a person at the time of taking a note has notice that it is void through fraud, or upon any legal grounds, he cannot collect it.

One who receives a note (knowing it to have defects) gets no better right to collect it than the one from whom he received it had.

If the note is to draw a special rate of interest higher than the legal, but not higher than the laws allow, the rate must be specified.

When a note says I promise, but it is signed by two or more parties, each signer is bound for the full amount and either or all may be sued.

Changing the date, amount, time of payment, or any other alterations in a note, releases all parties from liability who have not consented thereto.

Demand for payment of a note must be made upon the last day of grace; if that day is a Sabbath or a holiday, demand must be made on the day previous.

The words "value received" are not required by law, and can be safely omitted. The law always presumes value was received until evidence is shown to the contrary.

Negotiable paper, payable to bearer, or indorsed in blank which has been stolen or lost cannot be collected by the thief or finder, but a holder who receives it in good faith before maturity for value can hold against the owner's claims.

To make the indorser of a note responsible the note must be presented and payment demanded of the maker on the very day when it becomes due. If payment is refused notice must be given immediately to the indorser or indorsers.

When several persons unite in a note and say, we promise or we jointly promise, it is a joint liability only, and all

must be sued; but if they say we or either of us promise, or we jointly and severally promise, the liability is both joint and several, and either or all may be sued.

A negotiable note must contain five things:

1. That the date of payment be certain to come.
2. That it have one of the two words "order" or "bearer."
3. That the amount be specified and certain.
4. That it be payable in money only.
5. That it be an unconditional promise.

FORMS OF NOTES.

$625.00 Nashville, Tenn., July 26, 1902.

Six months after date I promise to pay to J. E. Grady, or order, Six Hundred and Twenty-five Dollars for value received, with interest at eight per cent.

G. E. Smith.

PAYABLE AT BANK.

$300.00 Ottawa, Ill., July 6, 1902.

Two years after date, for value received, I promise to pay to R. E. Powers, or order, Three Hundred Dollars at First National Bank. Interest six per cent. per annum.

J. J. Ruddy.

JOINT AND SEVERAL NOTE.

$500.00 Rock Falls, Neb. Aug.,1 1902.

Six months after date, we, or either of us, promise to pay to M. E. Brown Five Hundred Dollars, value received. Interest at six per cent.

J. J. Clark,
M. E. Williams.

MY OWN ORDER.

$100.00 St. Louis, Mo., July 16, 1902.

For value received I promise to pay fifty days after date, to my own order, One Hundred Dollars, with interest at six per cent.

J. R. Taylor.

PRODUCE NOTE.

$50.00 Lexington, Ky., July 25, 1902.

For value received I promise to pay to Leo Smith, on demand, Fifty Dollars in goods at our store.

M. E. Woods & Co.

PRINCIPAL AND SURETY NOTE.

$600.00 Toledo, Ohio, Aug. 5, 1902.

For value received on or before June 5, 1903, I promise to pay to the order of Wm. E. Brown, $600.00. Interest at five per cent.

J. E. Smith, Principal.
J. G. Ward, Surety.

ON DEMAND.

$25.00 Waterloo, Iowa, Aug. 6, 1902.

On demand I promise to pay to the order of James L. Gray Twenty-five Dollars with interest at five per cent.

R. E. Edwards.

JOINT NOTE.

$500.00 South Bend, Ind., July 2, 1902.

Six months after date I promise to pay to C. E. Baker, or order, Five Hundred Dollars, value received. Interest at six per cent.

Wm. E. Rose.

ACCOMMODATION NOTE.

$65.00 Henderson, Mich., July 23, 1902.

Twenty days after date I promise to pay to the order of J. E. Barker Sixty-five Dollars at the Davenport Commercial Bank, without defalcation. Value received.

Credit the drawer J. J. Long.
J. E. Barker.

A NOTE BY ONE WHO CANNOT WRITE.

$25.50 Denver. Colo., July 28, 1902.

Two years after date I promise to pay to T. E. Ford, or order, Twenty-five $\frac{50}{100}$ Dollars, with interest at six per cent. Value received.

his
John X Carson.
mark.

James Lynch, Witness.

A NOTE BY A MARRIED WOMAN.

$400.00 Buffalo, N. Y., July 1, 1902.

Five years after date I promise to pay George Snider, or order, Four Hundred Dollars, with interest at seven per cent. Value received.

Mrs. A. A. Hartnett.

COLLATERAL NOTE.

$600.00 South Bend, Ind., July 25, 1902.

One year after date I promise to pay to the order of John Larney Six Hundred Dollars, without defalcation, for value received. Interest at six per cent.

Having deposited United States Bonds of the nominal value of Six Hundred Dollars, which I authorize the holder of this note, upon the non-performance of this promise at maturity, to sell either at Broker's Board or at a public or private sale, without demanding payment of this note, or the debt due thereon, and without further notice, and apply proceeds, or as much thereof as may be necessary, to the payment of this note and all necessary charges, holding myself responsible for any deficiency.

J. J. Nonan.

JUDGMENT NOTE.

$600.00 Toledo, Ohio, July 24, 1902.

Two years after date I promise to pay to J. J. Kelly, or order, Six Hundred Dollars, at the First National Bank, with interest at five per cent. per annum, after September 2, 1902, until paid.

And to secure the payment of the said amount I hereby authorize irrevocably, any attorney of any court of record to appear for me in such court, in term time or vacation, at any time hereafter, and confess a judgment without process in favor of the holder of this note, for such amount as may appear to be unpaid thereon, together with the costs and twenty dollars attorney's fees, and to waive and release all errors which may intervene in any such proceeedings and consent to immediate execution upon such judgment, hereby ratifying and confirming all that the said attorney may do by virtue thereof.

D. E. Ackerman.

CORPORATION NOTE.

$800,00 Henderson, Mich.

One year after date the Congdon Hardware Co. promises to pay L. E. Hampson, or order, Eight Hundred Dollars with interest at six per cent. Value received.

Congdon Hardware Co.,

J. C. Congdon, Pres.

Attest: L. L. Cooley, Secy.

CHATTEL NOTE.

$500.00 Omaha, Neb., July 26, 1902.

Sixty days from date, for value received, I promise to pay J. E. Gorman, Five Hundred Dollars in No. 3 oats, at the then market rate the same to be delivered at the option of the owner within the limits of the city of Henderson. P. E. Peters.

GOOD PRINCIPLES TO PRACTICE REGARDING NOTES.

Notes Past Due. Do not buy a note past due, especially such as are not secured by mortgage. In exceptional cases it may be right and proper. A cautious business man will seldom have anything to do with a note that is past due.

Canceled Notes. In the case of notes secured by mortgage, it is well to cancel them or mark them paid, whenever they are taken up, but do not destroy them. Every note should be kept until the last one has been paid and the mortgage released.

Indorsements. Whenever a payment of interest or principal is made upon your note, see that it is properly indorsed, and examine to be sure that it is your note. Indorsements are sometimes made upon the wrong paper.

Notes Held at Bank. When you call for your note at a bank, always mention the exact day when it becomes due. If it is another party's paper which the bank holds for collection, then you must also give the names of that person. Banks keep their own notes and those of their customers separately.

Notes Without Recourse. In selling a note payable to your order, you must write your name upon the back, otherwise it cannot legally be transferred. With your name written on the back, you are held legally responsible for the payment of the note should the maker fail to pay. But if it is distinctly understood when you sell the note that you assume no further responsibility then you must write on the back above your signature, the words "without recourse."

Notes With Surety. When holding a note against a party that is signed by someone else as surety, you must not consent to an extension of time when the note comes due, unless the person who has signed it gives his consent in writing. If the time of the note is to be extended it is better to write a new note and have the parties sign it.

Notes Paid at a Distance. When you pay notes to parties living at a distance, request them to send it to the nearest bank for collection. You can then go there and make payment. This is the proper and most businesslike way to pay a note held by parties living at a distance.

Payments on Notes. Do not accept interest or part payment of principal without having them indorsed upon the notes. All payments of principal and interest must appear as indorsements upon the back of the note.

RULES FOR INDORSING NOTES AND BILLS.

The word indorsement signifies a writing on the back of a bill or written instrument.

The indorsement may be on any part of the note or on a paper attached to it, in ink or in pencil. But it is better that the indorsement be written on the back of such a paper and in ink to prevent erasure.

When a note or bill is drawn payable to a person or his order, it is transferable only by indorsement. In law nothing else will hold parties to a note directly liable to the holder.

When you receive money on a note or bill, the amount and the date on which it was received should be written on the back of the paper.

When the indorsement is in blank the instrument may be transferred by mere delivery.

When the indorsement is in full, the indorsee must indorse the same on transferring it to a subsequent holder.

A qualified indorsement releases the indorser from liability.

A restrictive indorsement expressly restricts the payment of a paper to a particular person only.

A conditional indorsement is one that involves some condition.

FORM 1.

INDORSEMENT IN BLANK.

A. B. Crow.

FORM 2.

INDORSEMENT IN FULL.

Pay to the order of

J. J. White,
W. E. Lenning.

FORM 3.

RESTRICTIVE INDORSEMENT.

Pay to L. O. Jones only.

J. J. Collins.

FORM 4.

QUALIFIED INDORSEMENT.

Without recourse.

F. B. Kline.

FORM 5.

CONDITIONAL INDORSEMENT.

Pay to A. B. Jones, or order, unless I give you notice not to pay before maturity.

M. E. Elkins.

FORM 6.

INDORSEMENT BY AGENT.

M. E. Wolf,
Agent for J. J. Smith.

FORM 7.

GUARANTY ON NOTE.

For value received in cash I hereby guarantee the payment of the enclosed note. J. J. Kane.

FORMS OF INDORSEMENTS.

BLANK INDORSEMENT.

Form 1.

A. B. Crow.

A blank indorsement is writing the name of the holder on the back of the note.

FULL INDORSEMENT.

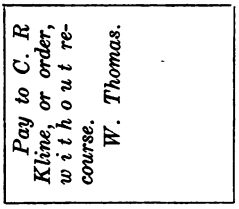
Form 2.

Pay to the order of
M. R. Wick.
C. R. King.

A full indorsement is when the holder writes upon the back of the note the name of the party to whom it is to be paid and signs his name to it.

QUALIFIED INDORSEMENT.

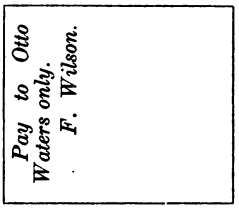
Form 3.



In this indorsement one can avoid liability by inserting the words "without recourse." This method of indorsement transfers the note to the one to whom it is sold.

RESTRICTIVE INDORSEMENT.

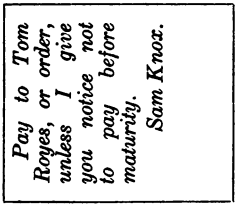
Form 4.



This indorsement is intended to confine the payment to some particular person or purpose.

CONDITIONAL INDORSEMENT.

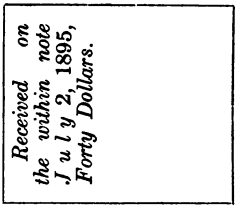
Form 5.



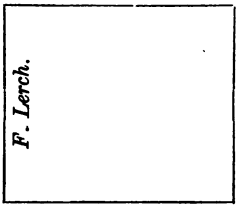
This note can be paid only on condition named in the indorsement.

MONEY INDORSEMENT.

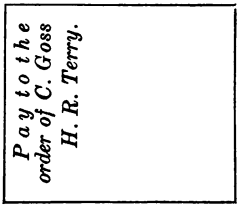
Form 6.



Form of indorsement when presented for payment.



Form of indorsement when transferred.



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The following table shows the relative responsibility of each indorser. Each indorser is responsible to the one below him.

In a Note.	In an Unaccepted Draft or Uncertified Check.	In an Accepted Draft.	In a Certified Check.
1. *Maker.*	1. *Drawer.*	1. *Acceptor.*	1. *The bank.*
2. *First Indorser.*	2. *First Indorser.*	2. *Drawer.*	2. *First Indorser.*
3. *Second Indorser.*	3. *Socond Indorser.*	3. *First Indorser.*	3. *Second Indorser.*
4. *Third Indorser.*	4. *Third Indorser.*	4. *Second Indorser.*	4. *Third Indorser.*
Etc.	*Etc.*	*Etc.*	*Etc.*

RULES FOR WRITING RECEIPTS.

A Receipt is an acknowledgment in writing that a sum of money or any consideration of value has been received by the party giving and signing the same.

When an agent signs a receipt he should first sign his name and then write his principal's name underneath.

A Receipt is not necessary when paying a note or draft as the indorsement of the payee and the return of the instrument itself becomes a receipt.

A receipt obtained through fraud or given by error or mistake is void.

Do not neglect to state whether the receipt is "on account," "in full of all accounts," or "in full of all demands."

The law compels no one to give a receipt, but business courtesy has established the custom of giving them when desired.

If people who transact business were more particular regarding the giving and taking of receipts, there would be less trouble, fewer lawsuits and thousands of dollars would be saved.

That clause in a receipt which defines the debt or purpose for which payment is made is of great importance and should not be omitted.

A complete receipt should contain the following statements:

That the payment has been received.

The date of payment.

From whom received, and if for another it must be so stated.

To what debt or purpose it is to be applied.
By whom received, and if for another on whose behalf it was received.

FORMS OF RECEIPTS.

(1) RECEIPT ON ACCOUNT.

$200.00 Springfield, Ill., July 23, 1902.

Received of R. E. Foster Two Hundred Dollars on account.

S. E. O'Connor.

(2) RECEIPT FOR MERCHANDISE.

Denver, Colo., July 25, 1902.

Received from J. J. Smith one Liberty Bicycle No..... value $75.00 on approval, to be returned or paid for in two weeks.

M. E. Walsh.

(3) RECEIPT FOR RENT.

Henderson, Mich., July 6, 1902.

Received from Grover Hamilton Twenty-five Dollars in full for two months rent of residence at No. 3528 Western Ave., Property of R. C. Lane.

T. E. Joyce, Agent.

(4) RECEIPT FOR NOTE.

South Haven, Mich., July 2, 1902.

Received from J. E. Powers his note at seventy days for $264.00 in settlement of bill of Oct. 24, 1901.

C. H. Grant.

(5) RECEIPT FOR BORROWED MONEY.

Aurora, Ill., July 25, 1902.

Borrowed and received from J. J. Ford Fifty-five Dollars which I promise to pay on demand, with interest at six per cent.

J. J. Collins.

(6) RECEIPT IN FULL OF ALL DEMANDS.

Newark, N. J., July 28, 1902.

Received of J. E. Murry Six Hundred Dollars in full of all demands to date.

W. E. Lynch.

(7) RECEIPT FOR MONEY ADVANCED ON CONTRACT.

$2000.00 Springfield, Ill., July 27, 1902.

Received from W. E. Lynch Two Thousand Dollars in advance, on a contract to build for him a brick house at No. 3352 S. Hamilton Ave., Springfield, Ill.

Wm. E. Smith.

(8) RECEIPT FOR PURCHASE OF A HORSE.

$200.00 Henderson, Mich., July 15, 1902.

Received from M. M. Larney Two Hundred Dollars for one black horse, guaranteed to be only three years old, gentle, quiet to ride or drive.

C. E. Baker.

(9) RECEIPT FOR A PARTICULAR BILL.

St. Louis, Mo., July 29, 1902.

Received from Thomas Kelly Twenty-five Dollars, in payment for a bill of merchandise.

J. E. Lamb.

(10) RECEIPT FOR INTEREST.

South Haven Mich., July 2, 1902.

Received from J. M. Meyer Seventy-five Dollars, in full for service rendered to date.

R. E. Smith.

(11) RECEIPT FOR INTEREST.

Newark, N. J., July 24, 1902.

Received from James E. Logan Two Hundred Dollars for interest to July 2, 1902, on his bond and mortgage; receipts to be acknowledged also on the bond.

A. L. Steele, Executor.

Rate 6 per cent. Time.....Months..... Days.....

(12) RECEIPT FOR PROPERTY.

Jacksonville, Fla., July 23, 1902.

Received from T. E. Jones the following enumerated articles to be held in trust for him and returned on his demand one bicycle, one gold ring, and one rifle.

M. E. Small.

FOR MERCHANDISE.

Henderson, Mich., July 25, 1902.

W. E. Smith:

Please send me per bearer twenty boxes of Uneeda biscuits, and oblige, Yours truly,

T. E. Brown.

ORDER TO CLOSE ACCOUNT.

$25.00 Newark, N. J., July 3, 1902.

Please pay to H. E. Crowley, or bearer Twenty-five Dollars in goods and this shall be your receipt in full of my account. T. E. Jones.

RULES AND FORMS FOR WRITING DUE BILLS.

A due bill is a written acknowledgment that something is due to the party therein named. They are not payable to order, and cannot be assigned by indorsement. They draw no interest unless so specified.

$200.00 Albany, N. Y., July 2, 1902.

Due W. E. Little, for value received, Two Hundred Dollars. Walter Stewart.

IN MERCHANDISE.

$60.00 Lynn, Mass., July 23, 1902.

Due J. L. Vincent, or order Sixty Dollars payable in merchandise at our store.

M. E. Jones.

ON DEMAND.

$300.00 Toledo, Ohio, July 2, 1902.

Due W. E. Lynch, on demand, Three Hundred Dollars in cash, and Twenty Dollars in merchandise from our factory. Piper & Crowley.

IMPORTANCE OF KEEPING A BANK ACCOUNT.

The keeping of a bank account is a matter of great convenience as well as of pecuniary benefit to business men and women. Where considerable business is done, money is constantly accumulating which when deposited in a reliable bank is more secure from burglary than elsewhere. Sometimes money may be lost through robbery or failure of a bank, but of all losses to which business men may be exposed that by failure of banks is the least.

Henderson, Mich.,....., 19..

Received of.....

....., ... Dollars.

.....

$..... .....

The first line contains the date; the second "from whom," the third, the amount in words; the fourth, the consideration; and the fifth the signature, and the amount in figures.

RECEIPT FOR PAYMENT BY HAND OF THIRD PARTY.

$300.00 South Haven, Mich., July 2, 1902.

Received from Wm. Smith, by the hand of R. E. Powers Three Hundred Dollars in full for proceeds of sale of stock sold April 25, 1902.

T. E. Ford.

RECEIPT FOR INTEREST ON NOTE.

Reading, Pa., July 23, 1902.

I have this day received from W. E. Lynch Twenty-five Dollars in full of interest to date on his promissory note for Two Hundred Dollars made in my favor on the the 19th of July, 1901.

W. E. Lawe.

RULES AND FORMS FOR WRITING ORDERS.

1. An order is an authorization or command that money be paid.

2. An order contains the following: The drawee, the payee and words expressing the conditions as to negotiability.

3. Orders are negotiable, but the person on whom they are drawn is not under obligation to pay them, unless they have been accepted, for an order partakes of the nature of a draft.

$100.00 Newark, N. J., July 25, 1902.

Messrs. Jackson, Hunt & Co., will please pay to the bearer One Hundred Dollars in goods, and charge the same to my account. T. E. Price.

The practice of depositing each days accumulation in a bank so as to be drawn whenever wanted, as a whole or in part, is a great advantage to people doing a large amount of business.

Of course when deposits are large, the banker is greatly benefited by having the use of the money, provided the rates of interest are good. Bankers on the other hand, realizing their indebtedness to their customers, often render such aid to them in time of need as to enable them to carry forward certain enterprises which without such aid they find very difficult.

CHECKS.

A written order on a bank directing a certain amount of money to be paid to a person named, or to his order, is called a check. This is the simplest form of negotiable paper. A check requires no set form of wording; any properly dated demand upon a bank, by a depositor, correctly signed, is a check and will draw money. The words or bearer or order added to the name, makes the check payable to anyone presenting it, but without these words only the person named can cash the check.

CERTIFIED CHECKS.

Certifying means that the person drawing the money has funds to the amount mentioned to his credit in the bank, and the bank guarantees its payment. The bank officer writes across the face Certified, also the date and his signature; of the words Good, when properly indorsed, and his signature.

FORGED CHECKS.

Some forgers can imitate a signature so closely that even the one whose name is forged is not able to distinguish it from his own, and can only swear that he did not make out the check. The responsibility of detecting the forgery is thrown upon the teller. The bank pays every check at its own risk. The person whose name has been forged is not allowed to rectify the forgery, because that would shield crime and encourage it.

RAISED CHECKS.

To so alter the writing and the figures of a check that it will call for more money than the drawer gave instruction to pay is called raising the check. To prevent this care should be taken to always fill in the empty spaces with lines. Use words instead of figures. If a raised check is paid by a bank, it can only charge the depositor with the amount for which he himself made out the check.

WRITING, PRESENTING AND INDORSING CHECKS.

A check is a written order on a bank for the immediate payment of a certain sum of money.

A check is not due until presented. It is negotiable. It has no days of grace.

The death of the maker of a check before presentment to the bank renders the check null and void.

The amount of the check should always be written out in words.

A forged check paid by the bank is the bank's loss and not the depositors.

Giving a check is not payment of an indebtedness unless the check is paid.

Payment of a check may be stopped by subsequent order to the bank by maker before presenting of check.

In sending a check away from your own town or locality it should always be certified.

In presenting a check to the bank for payment always write your name on the back before presenting it.

A bank can stamp a check good, or certify it, and thus become responsible to the holder for the amount.

Every holder of a check is liable to a subsequent holder only for the time for which he would be held if originally liable.

If you have money in a bank and wish to draw out a certain sum write "Pay to myself" instead of writing your name in the body of the check, and then sign it.

A safe bank ought to be patronized, for it is dangerous to keep in possession large sums of money.

Always keep the stub of your check book, and in issuing a check always fill the stub out first.

Certificates of deposit are used when money is deposited for a short time, and no regular account is kept. They can be used the same as a certified check.

FORMS OF CHECKS.

PAYABLE TO BEARER.

$300.00 South Haven, Mich., July 6, 1902.

Commercial State Bank, pay to J. J. Brown, or order, Three Hundred Dollars.

W. E. Smith.

PAYABLE TO YOURSELF.

$75.00 Newark, N. J., July 2, 1902.

Frankfort Exchange Bank, pay to myself Seventy-five Dollars.

S. E. Jones.

CERTIFIED CHECK.

$500.00 Akron, Ohio, July 7, 1902.

Third National Bank pay to bearer Five Hundred Dollars.

No. 265. R. E. Kirby.

(Written across the face.) Good D. E. Larkins, Cashier.

CERTIFICATE OF DEPOSIT.

$400.00 Frankfort, Ky., July 4, 1902.

W. E. Smith has deposited in this bank Four Hundred Dollars payable to the order of R. E. Powers on the return of this certificate properly indorsed.

Y. E. Ford.

INDORSING CHECKS.

1. Checks are the most convenient commercial paper in use, hence they are very common. Yet many intelligent and educated people do not thoroughly understand the use of the same.
2. Bankers are very particular to have checks properly indorsed before paying them.
3. Write across the back, not lengthwise, near the top.
4. Do not send away a check indorsed in blank but make it payable to the person to whom you send it. Then if lost it cannot be paid to anyone else.
5. In order to make the check payable to some particular person write, Pay to the order of (person's name), and sign your name below.
6. Do not give or take a check dated ahead, it is not a good policy.
7. Merely writing your name on the back is a blank indorsement, and signifies that it has passed through your hands and is payable to bearer, anyone into whose hands it may come.
8. In depositing a check, write, For Deposit, and below this your name.
9. Always indorse a check as it appears on the face. If a check is written by W. E. Grady, it cannot be indorsed William Grady. If the spelling of the name on the face is wrong, indorse it in that way and then write it underneath correctly.

CHAPTER VIII.

Patents.

A Patent is a written instrument issued by the National Government, giving the inventor the exclusive right to use, manufacture and sell his invention or improvement for a given term of years within the United States.

Without such a patent on his part anyone else can use or sell anything he has invented. A patent secures to him the exclusive right.

A patent lasts for seventeen years; after that anyone can make use or sell the thing patented.

The patent is designed to encourage and protect inventions.

How Obtained. To obtain a patent, application must be made to the commissioner of patents, accom panied by carefully prepared papers and drawings, describing the invention.

These are examined by the government officers to see whether the case is a proper one for a patent, and if it is the patent (also called letters patent) is signed and sent to the inventor. Foreignors may also obtain patents as well as citizens of the United States.

A complete application comprises the petition, specification, oath and drawings and the model of specimen when required.

The Specifications. In framing the specifications it is well to pursue following order:

1. Preamble giving the name and residence of the applicant and the title of the invention.
2. General statement of the object and nature of the invention.
3. Brief description of the drawings, showing what each view represents, unless no drawing is practicable.
4. Detailed description, explaining fully the alleged invention and the manner of constructing, practicing, operating and using it.
5. Claim or Claims.
6. Signatures of inventor.
7. Signatures of witnesses.

The Oath. The applicant, if the inventor, must make oath that he believes himself to be the first and original

discoverer or inventor of the art, machine, manufactture, composition or improvement for which he desires a patent; and that to his best knowledge and belief the same was never before known or used.

Drawings. The applicant for a patent must furnish a drawing of his invention where the nature of the case admits of it. Drawings must be made upon pure white bristol board. The size of the sheet must be exactly ten by fifteen inches, leaving a margin of one inch all around the drawing.

All drawings must be made with pen and with India ink.

The inventor's signature must be placed at the lower right-hand corner of the sheet and those of the witnesses at the lower left-hand corner.

Drawings should be rolled, not folded.

Models must clearly exhibit every feature of the machine which forms the subject of the claim, but no other matter except for illustration.

A working model is best where it can be furnished.

Amendments. The applicant has a right to amend before or after the first rejection, and he may amend as often as the examining officers presents any new references or reasons for rejection.

In case an applicant does not prosecute his application for two years after the date when the last official notice was mailed to him it will be held that the application has been abandoned.

Extensions. Patents since March 2, 1861, cannot be extended except by Congress.

Assignments. Every patent or any interest therein shall be assignable in law by an instrument in writing. The patentee or his assigns may also grant and convey in like manner an exclusive right under his patent for the whole or any specified part of the United States.

Mark. Every patented article, before it is sold, must be marked Patented, so as to give notice to everyone that it is patented.

Infringement is the making, using or selling the patented article without the permission of the owner of the patent. Its consequences are twofold: (1) The infringer must pay to the owner of the patent whatever damages the latter suffers through the infringement, equivalent usually to the profits which the infringer has made; (2) The Court will compel the infringer to stop. By these two methods the exclusive right is enforced.

FEES REQUIRED BY LAW.

1. *Application.* On filing each original application for a patent except in design cases, fifteen dollars.
patent, except in design cases, twenty dollars.

2. *Original Patent.* On issuing each original patent, except in design cases, twenty dollars.

3. *In Design Cases.* For three years and six months, ten dollars; for seven years, fifteen dollars; for fourteen years, thirty dollars.

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5. *Re-issue of Patents.* On every application for the re-issue of a patent, thirty dollars.

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13. *Full Information.* These fees may be paid to the Commissioner of Patents, or to the Treasurer or any of the assistant treasurers of the United States. If you desire to secure a patent write to the Commissioner of Patents, Washington, D. C., and you will receive all the necessary papers, blanks, and complete instructions and directions.

TRADE MARKS.

A Trade Mark is a mark, emblem or symbol which a merchant or manufacturer uses to denote his own goods. It is usually attached to them and may be in the form of letters, words, or ornamental designs. The right acquired in a trade mark is the exclusive right to use it, or, in other words, the right to keep others from using that trade mark.

The right may be acquired by a citizen or foreigner and lasts as long as the trade mark is used.

Its Object is to protect both the owner and the public against imitations of an article which has acquired a good reputation. If it were not for this exclusive right, others might place the same mark on their goods, and thus deceive the public into believing they were manufactured by the same firm. This would deprive the one who had built up the trade of the benefit of his industry and skill or defraud the public into buying an inferior article.

Acquiring a Trade Mark. Copyrights cannot be granted upon trade marks or labels intended to be used for any articles of manufacture.

If protection for such names or labels is desired, application must be made to the Patent Office, where they are registered, if admitted, at a fee of $6 for labels and $25 for trade marks.

Infringment of a trade mark is prevented in the same way as in the case of patents, viz.: by a suit against the infringer for damages and for an injunction to compel him to cease using it.

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Copyright is defined by the act of Congress of 1874 as the liberty of printing, publishing, compiling, executing and vending any original book, map, chart, dramatic or musical composition, engraving, print, photograph or negative thereof, or of a painting, drawing, chromo, statue or statuary and of models or designs intended to be perfected as works of art.

The object of such copyright is to encourage the writing of books or the production of anything that may conduce to the advancement of art and literature and the general improvement of mankind.

COPYRIGHT LAWS.

AS REVISED BY AN ACT OF CONGRESS, INCLUDING THE PROVISIONS FOR FOREIGN COPYRIGHT, OF MARCH 3, 1891.

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Librarian of Congress,
Washington, D. C.

This may be done on or before day of publication in this or any foreign country.

The style of print is immaterial; that of a typewriter will be accepted.

The printed title required may be a copy of the title page of such publications as have title pages. In other cases the title must be printed expressly for copyright entry, with name of claimant of copyright. But a separate title is required for each entry, and each title must be printed on a paper as large as commercial note. The title of periodical must include the date and number, and each number of the periodical requires a separate entry of copyright.

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For publications which are the productions of persons not citizens or residents of the United States the fee for recording title is $1, and 50 cents additional for a copy of the record.

Copies Required. Not later than the day of publication in this country or abroad, two complete copies of the best edition of each book or other article must be delivered or deposited in the mail within the United States, addressed to Librarian of Congress, Washington, D. C.

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International Copyright. The provision as to copyright entry in the United States by foreign authors, etc., by act of Congress approved March 3, 1891 (which took effect July 1, 1891), are the same as the foregoing, except the difference in the cost, as stated above.

The right of citizens of subjects of a foreign nation to copyright in the United States extends by presidential proclamation to Great Britain, France, Belgium, Switzerland, Germany, Italy, Demnark and Portugal; and Americans can secure copyrights in those countries by

making their arrangements there in conformity with the laws of those countries. The Librarian of Congress cannot take charge of any foreign copyright business.

Full Name. Every applicant for copyright should state distinctly the full name and residence of the claimant and whether the right is claimed as author, designor or proprietor. No affidavit or witness to the application is is required.

CHAPTER IX.

Measurements.

It is proposed in this connection to show, first, how one may find out with absolute exactness any kind of measurement, and, second, how to measure with approximate accuracy. The latter is more important in everyday life than might at first be supposed. It is often impossible to apply the general rules of weights and measures. If, for example, one buys ten tons of coal he cannot stand by and see it weighed, but he can, by a simple method, satisfy himself whether he has good measure or not. The following are metes and bounds of

EXACT MEASUREMENT.

Troy Weight. 24 grains make 1 pennyweight, 20 pennyweight make 1 ounce. By this weight gold, silver and jewels only are weighed. The ounce and pound in this are the same as in Apothecaries' weight.

Apothecaries' Weight. 20 grains make 1 scruple, 3 scruples make 1 dram, 8 drams make 1 ounce, 12 ounces make one pound.

Avoirdupois Weight. 16 drams make 1 ounce, 16 ounces make 1 pound, 25 pounds make one quarter, 4 quarters make 1 hundred weight, 2000 pounds make 1 ton.

Dry Measure. 2 pints make 1 quart, 8 quarts make 1 peck, 4 pecks make 1 bushel, 36 bushels make 1 chaldron.

Liquid or Wine Measure. 4 gills make 1 pint, 2 pints make 1 quart, 4 quarts make 1 gallon, 31½ gallons make 1 barrel, 2 barrels make one hogshead.

Time Measure. 60 seconds make 1 minute, 60 minutes make 1 hour, 24 hours make 1 day, 7 days make 1 week, 4 weeks make 1 lunar month, 28, 29, 30 or 31 days make 1 calendar month (30 days make 1 month in computing interest), 52 weeks and 1 day, or 12 calendar months, make 1 year; 365 days, 5 hours, 48 minutes and 49 seconds make 1 solar year.

Circular Measure. 60 seconds make 1 minute, 60 minutes make 1 degree, 30 degrees make 1 sign, 90 degrees make 1 quadrant, 4 quadrants or 360 degrees make 1 circle.

Long Measure—Distance. 3 barleycorns 1 inch, 12 inches 1 foot, 3 feet 1 yard, 5½ yards 1 rod, 40 rods 1 furlong, 8 furlongs 1 mile.

Cloth Measure. 2¼ inches 1 nail, 4 nails 1 quarter, 4 quarters 1 yard.

Miscellaneous. 3 inches 1 palm, 4 inches 1 hand, 6 inches 1 span, 18 inches 1 cubit, 21.8 inches 1 Bible cubit, 2½ feet 1 military pace.

Square Measure. 144 square inches 1 square foot, 9 square feet 1 square yard, 30¼ square yards 1 square rod, 40 square rods 1 rood, 4 roods 1 acre.

Surveyors' Measure. 7.92 inches 1 link, 25 links 1 rod, 4 rods 1 chain, 10 square chains or 160 square rods 1 acre, 640 acres 1 square mile.

Cubic Measure. 1728 cubic inches 1 cubic foot, 27 cubic feet 1 cubic yard, 128 cubic feet 1 cord (wood), 40 cubic feet 1 ton (shipping) 2,150.42 cubic inches 1 standard bushel, 268.8 cubic inches 1 standard gallon, 1 cubic foot four-fifths of a bushel.

Metric Weights. 10 milligrams 1 centigram, 10 centigrams 1 decigram, 10 decigrams 1 gram, 10 grams 1 dekagram, 10 dekagrams 1 hektogram, 10 hektograms 1 kilogram.

Metric Measures. (One millimeter—Cubic centimeter.) 10 millileters 1 centiliter, 10 centiliters 1 deciliter, 10 deciliters 1 liter, 10 liters 1 dekaliter, 10 dekaliters 1 hektoliter, 10 hektoliters 1 kiloliter.

Metric Measure. 10 millimeters 1 centimeter, 10 centimeters 1 decimeter, 10 decimeters 1 meter, 10 meters 1 dekameter, 10 dekameters 1 hektometer, 10 hektometers 1 kilometer.

RELATIVE VALUE OF APOTHECARIES' AND IMPERIAL MEASURE.

APOTHECARIES'.	IMPERIAL.
1 gallon equals	6 pints, 13 ounces, 2 drams, 23 minims
1 pint equals	16 " 5 " 18 "
1 fluid ounce equals	1 " 0 " 20 "
1 fluid dram	1 " 2½ "

SURVEYING LAND.

It is easy to get at the quantity of land in a given field without a survey, provided exactness is not necessary. A building lot in city or village should have its metes and bounds determined to a nicety. The variation of half an inch might make trouble and expense.

But, to determine whether a particular piece of ground is larger or smaller than claimed, the following rule is sufficient: Multiply the length, in rods, by the width, and divide the result by 160, and you have the size, in acres. If the opposite sides are unequal then take one-half the aggregate of the two sides as the base of calculation. Farmers and gardeners often want to lay off small portions of land for different crops.

This is easily done by remembering that one acre of ground contains 160 square rods, or 4,840 square yards or 43,560 square feet. This dimension in square feet forms the easiest base of calculation. The smallest practicable fraction of an acre is one-sixteenth, thus that fraction contains 2,722½ square feet. If the amount be in excess of one acre, compute the excess by this fraction, or 5445, the size of an eighth of an acre.

CAPACITY OF TILES.

The following table is convenient in determining the capacity of different sizes, the calculation being for gallons per minute:

FALL PER 100 FEET.

Size of Tile	1 in.	3 in.	6 in.	9 in.	12 in.	24 in.	36 in.
3-inch .	13	23	32	40	46	64	79
4-inch .	27	47	66	81	93	131	163
6-inch .	75	129	183	224	258	364	450
8-inch .	153	265	375	460	529	750	923
9-inch .	205	355	593	617	711	1006	1240
10-inch .	267	473	655	803	926	1310	1613
12-inch .	422	730	1033	1273	1468	2076	2551

HOW TO MEASURE COAL IN A BIN OR BOX.

A solid cubic foot of anthracite coal weighs about 93 pounds. When broken for use it weighs about 54 pounds. Bituminous coal, when broken up for use, weighs about 50 pounds. The consequent rule for the approximate measurement of coal in a bin or box is to multiply the length in feet by the height in feet, and again by the breadth in feet, and this result by 54 for anthracite coal, or by 50 for bituminous coal. The result will equal the number of pounds, and to find the number of tons, divide by 2,000.

HOW TO TELL THE AGE OF ANIMALS.

By the time a colt is eight months old it has a full set of milk teeth. These teeth have a slender fang, and on their front surface grooves or furrows, which are worn smooth on the middle nippers by the time the colt is a year old, and on the next pair in two years, from the cutter teeth in three years.

At two the nippers are loose and fall out, their place taken by two permanent teeth with deep, black cavities and full sharp edges. At the age of three the next pair undergo the same change and at four the corner teeth. By five years of age the horse has a full set of permanent teeth. These teeth grow longer by slow degrees, and at the same time wear away at the bottom—the wearing about one-twelfth of an inch a year—and gradually show irregularity in form.

The age of cattle is told by the rings on the horns, as also of rams. As a rule the animal begins to have rings at two years of age, forming a ring a year after that. This is not an infallible rule, but it is a convenient one to know.

The age of a sheep is told by the teeth. A young sheep has eight even front lower teeth (no upper ones). At the age of two the front two are supplanted by others of greater width. At three a new small tooth appears on each side of the two broad ones. At four the animal has six new teeth, and at five all the set are broad. Then they begin to narrow, and the teeth of an old sheep are thin, sharp and long.

HOW TO ESTIMATE THE WEIGHT OF CATTLE.

To find the weight of cattle without actually weighing them, multiply the girth in inches by the distance along the back from the tail to the fore part of the shoulder blade, and divide by 144 for the superficial feet. Then multiply the superficial feet by the number of pounds allowed for cattle of different girths and the product will be the number of pounds of beef, veal or pork in the animal.

Cattle having a girth of from 5 to 7 feet, allow 23 lbs. to the superficial foot.

Cattle having a girth of from 7 to 9 feet, allow 31 lbs. to the superficial foot.

Small cattle and calves having a girth of from 3 to 5 feet, allow 16 pounds to the superficial foot.

Pigs and sheep having a girth of less than 3 feet, allow 11 lbs. to the superficial foot.

When the animal is but half-fattened a deduction of 1 lb. in every 20 is made, and if very fat, 1 lb. for every 20 must be added.

HOW TO FIND THE NUMBER OF TONS OF HAY IN THE MOW OR STACK.

A ton of dry hay is variously estimated from 400 to 500 cubic feet to the ton, but the latter figure is more likely to strike the right averages. To measure a mow that is well settled multiply the length in feet by the height in feet, and this by the breadth in feet, and divide the result by 500, and you have the number of tons. If the hay be in a long stack multiply the length in feet by the width in feet, and this by one-half the height, and divide the product by 300. If it be in a round stack, multiply the square of the distance around the stack in yards by four times the height in yards, and point off two places from the right, and this will be the number of cubic yards in the stack, which, divided by 20, will equal the number of tons. It is usually estimated that 20 cubic yards on a wagon or stack will weigh a ton; in a well settled stack or mow fifteen yards will weigh it. There is a greater variation in hay than most articles for the reason that it settles more, and there is considerable difference in different kinds of hay.

HOW TO MEASURE CORN IN THE CRIB.

A great deal of corn is sold in the crib on the cob. It is estimated that it takes two bushels of corn on the cob to make one bushel of shelled corn. Multiply the length of the crib by the width, and that result by the height, making allowance for the thickness of the crib in outside measurement. Then you have the cubic feet. Multiply the cubic feet by eight and divide by ten. This would be easy enough if the cribs were of uniform width, but they generally widen as they rise. It is necessary to take the middle of the crib, in height, as the base of calculation for width as the broadening is gradual and uniform. Another rule for a crib flared at the side is:

Multiply half the sum of the bottom breadths in feet by the perpendicular height in feet, and the same again by the length in feet; multiply the last product by .63 for heaped bushels of ears, and by .42 for the number of bushels in shelled corn.

HOW TO MEASURE A PILE OF GRAIN.

A farmer often wants to estimate the number of bushels in a loose pile of grain, vegetables or wood, or in a cock of hay. To do so he should measure off the diameter and the height of the pile, and then multiply the diameter by itself, and the result by the height. This done, divide the last result by four. This is not very accurate, but it is near enough for all ordinary purposes of calculation.

TO FIND THE NUMBER OF GALLONS IN A CISTERN OR TANK.

Multiply the square of the diameter in feet by the depth in feet, and multiply this result by 6, and you have the approximate contents of the tank in gallons. (For exact results, multiply the product by 5⅞ instead of 6.) But if the tank be larger at the bottom than at the top, find the average diameter by measuring the middle part of the tank halfway between the top and bottom.

Another rule is to multiply the square of the diameter in feet, and multiply this result by 47, and divide the product by eight.

In calculating the capacity of tanks, 31½ gallons are estimated to one barrel, and 63 gallons to one hogshead.

HOW TO MEASURE A BARREL, IN GALLONS.

The barrel is usually estimated at 31½ gallons, and the hogshead at 63 gallons. But the following will enable one to find the exact capacity of any barrel. A gallon of water weighs nearly 8½ pounds, avoirdupois. A pint is generally estimated as a pound, and the rule is to add together the diameters of the bung and head in inches and divide the sum by two, which equals the average diameter. Then multiply the average diameter by itself in inches and again by the height in inches, then multiply by 8 and cut off the right hand figure, and you have the number of cubic inches. Divide by 231 and you have the number of gallons. To find the number of bushels divide by 2,150.4.

HOW MUCH A WAGON-BOX HOLDS.

Find the cubic feet of grain in a box and then multiply the same by 4 and divide the result by 5, and you have the number of bushels. This simple rule is based on a calculation having as its bottom factor the United States standard, 2150.42 cubic inches make a bushel. The following table of bin or box capacity, inside measurements, are furnished as helps in ready reckoning:

A box 24 inches by 16 inches, and 28 inches deep will contain a barrel.

A box 26 inches by 15½ inches, and 8 inches deep, will contain a bushel.

A box 13½ inches square and 11¼ inches deep, will contain a bushel.

A box 12 inches by 11½ inches, and 9 inches deep, will contain a half-bushel.

A box 10 inches square, and 10¾ inches deep, will contain a half-bushel.

A box 8 1-5 inches by 8 inches square, and 8 inches deep, will contain a peck.

A box 8 inches square and 4½ inches deep will contain a gallon.

A box 7 inches square and 4½ inches deep will contain a half-gallon.

A box 3 inches square and 4 1-5 inches deep, will contain a quart.

A box 3 inches square and 3⅔ inches deep will contain a pint.

An average wagon-box 10 feet long, 4 feet wide and 15 inches deep, has a capacity of 40 bushels.

HOW TO MEASURE THE DISTANCE TRAVELED IN PLOWING.

The farmer wants to know, sometimes, how much ground he has plowed in a given space of time. This he can estimate with reasonable accuracy, it being accepted as the base of calculation that he travels at the rate of 16 to 18 miles per day of 9 hours. The following table will serve as a guide in the calculation, taken together with the fact that there are 43,560 square feet in an acre, and that number of feet equals eight miles and a quarter:

Breadth of furrow slice.	Space traveled in plowing an acre.	Extent plowed per day.	
Inch.	Miles.	18 Mi.	16 Mi.
7	14½	1¼	1⅛
8	12½	1½	1¼
9	11	1⅗	1½
10	9 9-10	1 4-5	1 3-5
11	9	2	1¾
12	8¼	2 1-5	10-10
13	7½	2½	21-10

Breadth of furrow slice.	Space traveled in plowing an acre.	Extent plowed per day.	
Inch.	Miles.	18 Mi	16 Mi.
14	7	2½	2¼
15	6½	2¾	2 2-5
16	6 1-6	2 9-10	2 3-5
17	5¾	3 1-10	2¾
18	5½	3¼	2 9-10
19	5¼	3½	3 1-10
20	4 9-10	3 1-5	3¼

HOW MANY BRICKS REQUIRED FOR A WALL.

The usual size of bricks is 8 inches long, 4 inches wide and 2 inches high, or 64 cubic inches. It takes 27 such bricks to make a cubic foot, without mortar, and from 20 to 22 with mortar. The following is a common rule for brick measurement:

Multiply the length of the wall in feet by the height in feet, and that by its thickness in feet, and then multiply that result by 20, and the product will be the number of bricks in the wall. If there are doors or windows in the wall then multiply their height, width and thickness together and deduct the amount from the solid contents of the wall, before multiplying by 20.

HOW TO MEASURE A WALL.

It is customary to estimate walls by the perch, a perch being equal to 24¾ cubic feet. At least, that was customary. The foot is now more commonly employed as the unit of measurement. Cut-stone is sold by the cubic foot. Brick, largely is reckoned by the thousand brick laid in the wall. The following scale for wall measurement is in common use:

4½ inch wall (½ brick) per superficial foot, 7 bricks.
9 -inch wall (1 brick) per superficial foot, 14 bricks.
13 -inch wall (1½ bricks) per superficial foot, 21 bricks.
18 -inch wall (2 bricks) per superficial foot, 28 bricks.
22 -inch wall (2½ bricks) per superficial foot, 35 bricks.

For every half-inch added to the thickness of a wall seven bricks are allowed. A rule which often comes convenient for ascertaining the number of bricks in a wall is to multiply the length by the height, deducting for windows and doors, getting the square feet of the wall, and then multiplying the number of feet found to the surface measurement by the number of bricks per thickness, as shown in the foregoing scale. In buying and selling the bricks in an old wall this rule is a great convenience.

HOW TO MEASURE FOR A CHIMNEY.

The usual way to ascertain the number of bricks needed for a chimney is to apply the following rules:

The diameter at the base should be one-tenth the length, and if the diameter of the chimney at the top is 4½ feet or over, the top length should be a brick and a half in thickness. The chimney should be one brick in thickness

for 25 feet from the top down, and a half brick additional for each 25 feet to the bottom.

HOW TO MEASURE LOGS AND LUMBER.

First find the average diameter of the log, and then allow 4 inches in diameter for slab waste, then square the remaining diameter and multiply length in feet. That will give the number of feet in board measure contained in the log.

In board measurement, one inch in thickness is the unit employed. Thus, if a board is twenty feet in length one foot in width and one inch thick, it constitutes twenty feet of lumber, but if it is two inches thick it constitutes forty feet, or if half an inch, ten feet. If then, the measurement is by count, the thickness must be the base of calculation.

It is customary to compute the length and height of a pile of boards in feet and the width in inches. Then, bearing in mind that twelve inches make a foot, the computation is simplified. For example, if the boards are twenty-four feet long and six inches wide, each board will contain twelve feet in lumber. If the board be two inches thick, that is, a plank, then double the figures in price measurement. But any kind of timber can be computed readily by remembering that one foot in length one foot in width and one inch in thickness, constitute a foot of timber.

HOW TO MEASURE FOR WALL PAPER.

To find the amount of paper required to paper a room, multiply the distance around the room, in feet, by the height of the room; this gives the superficial area of the walls. Multiply the length of the windows by their width and this by the number of windows. Do the same with the doors, and subtract the sum of these two from the superficial area of the walls, and you have the number of square feet of paper needed. Now each roll is 1½ feet wide and 24 feet long, containing 36 square feet; divide the square feet of paper needed by 36 and the result will be the number of rolls needed, except that five per cent. should be allowed for waste.

HOW TO MEASURE A WOOD PILE.

A cord of wood is a pile 8 feet long, 4 feet wide and 4 feet high, making 128 cubic feet. Consequently the rule for measurement is self-obvious. Tan-bark is also sold

by the cord. What is called a "stove-length" cord differs from a regular cord in width. It is 8 feet long and 4 feet high, but its width is simply the length of a stick cut or sawed to fit actual use in an ordinary stove.

HOW TO MEASURE CISTERNS AND WELLS.

It is often desirable to know how much water there is in a cistern or old-fashioned well. The rule is: Multiply the square of the diameter in inches by the depth of the water ininches, and this by 34, and then point off four figures. The result will be the quantity in gallons. Of course, if the capacity of the cistern or well, if full, were the point to be determined, the depth of the well or cistern itself would be taken. If it be desired to reduce the calculation to barrels divide by 31½; if to hogsheads, by 63.

HOW TO MEASURE A FLOOR FOR A CARPET.

Multiply the length of the room in feet by the width in feet, and divide the result by the number of square feet in one yard of carpeting, and the result will equal the number of yards of carpeting it will take to cover the floor.

HOW TO MEASURE GAS.

In every house lighted by gas is a meter by which it can be determined just how much gas is actually consumed, but very few people pay any attention to their meters, and, as a consequence, are liable to imposition.

Gas bills are rendered monthly and are based on the record made by the meter in one's own house. That record, or registry, is taken off by an agent of the gas company. He goes to the house, asks to see the meter and then makes a memorandum of the number of feet shown to have been used during the month. Every householder should insist that any member of his household who opens the door for the agent should accompany him and take off the record on a piece of paper, or better still, a little blank-book kept for that purpose. Then when the bill comes, figure it up and see if the amount used actually comes to the amount charged, at the rate given. In this way errors will be corrected, as well as frauds detected. It is not necessary to understand the mechanism of the meter, or the way it works—only to take pains to know what the meter really records.

If the gas bill is still unreasonably large procure a gasometer, or regulator, the object of which is to maintain an even and equitable pressure. If the pressure is uneven or excessive the light will not be as good and the expense will be greater. But the first thing is to make sure that the bill presented is only for the number of feet registered. In many cases the house is not visited at all and the bill is based on guess work, but if the householder takes a record he is protected against that sort of imposition, if his own book shows no record he knows that no agent of the gas company visited his house that month. A little practical attention to this matter will prove an effectual safe-guard against extortionate gas bills. The gas meter usually has three dials which are used in determining the number of feet consumed, and a fourth for testing the meter.

The right hand dial of the three used for actual measurement records the number of feet by hundreds, up to one thousand, and the left hand one, the number in tens of thousands up to one hundred thousand. Thus, if the hands or pointers have passed the 5, 6 and 7 figures on these dials the amount consumed is 76,500. If you have any suspicion that the gas meter is wrong, or that you do not read it correctly, apply to the gas inspector of your city to test and, if need be, explain the meter. If you pay no attention to the matter and simply pay whatever bill is presented, you have only yourself to blame if you are imposed upon.

HOW TO ADJUST THE LOAD TO THE TEAM.

It is highly important for a farmer or teamster to understand how to adjust the load to the team, the burden to the horses bearing it. For example, if the load weighs two tons and is a hard strain on the horses, one of them being much larger and stouter than the other, it is necessary to regulate the evener, or whiffletree or one or both. The evener is usually attached to the tongue of the wagon or the beam of the plow, in the middle, and the clevises are equally distant from the end. In that case each horse has the same strain put upon him. But move the evener one inch from the center and the horse having the short end will have to draw about one-twentieth more than the other, and if the clevises are uneven one inch the difference is one-half as great. Bearing this in mind the driver can adjust either the clevises or the evener to his idea of the difference between the drawing capacity of the two animals.

Eveners vary in length according to the nature of the road or the character of the ground over which the team must travel, but this general idea of the effect of changing the evener or the clevises will enable one to form an estimate of how to make the adjustment, which is sufficiently exact for all practical purposes. Care should be taken not to impose upon the willing beast of burden. The adjustment suggested can be used to protect the willing from the natural shirk.

GENERAL RULES FOR ESTIMATES OF MEASUREMENT.

This chapter on measurements cannot be concluded in any better way than by giving the following standard rules of mensuration:

Multiply three sides of a cube together and the result is its solid contents, and multiply the square of the length of one side of the cube by six, and you have its surface.

The surface of a sphere is found by multiplying its diameter by its circumference, and its solidity is ascertained by multiplying the square of the diameter by 3.1416.

The solidity of a cylinder is found by multiplying the area of one end by its length.

The area of a triangle is found by multiplying the base by one-half the altitude. The area of a rectangle is found by multiplying the length by the breadth.

The area of a circle is ascertained by multiplying one-half the diameter by one-half the circumference.

The circumference of a circle is three and one-seventh times greater than its diameter.

NAILS REQUIRED FOR DIFFERENT KINDS OF WORK.

For 1,000 shingles, 3½ to 5 lbs. 4d nails or 3 to 3½ lbs. 3d.

For 1,000 laths, about 7 lbs. 3d. fine.

For 1,000 feet clapboards, about 18 lbs. 6d. box.

For 1,000, feet covering boards, about 20 lbs. 8d common, or 25 lbs. 10d.

For 1,000 feet upper floors, square edged, about 38 lbs. 10d. floor, or 41 lbs. 12d. floor.

For 1,000 feet upper floors, matched and blind-nailed, 38 lbs. 10d., or 42 lbs. 12d. common.

For 10 feet partitions, studs or studding, 11 lbs. 10d. common.

For 1,000 feet furring, 1x3, about 45 lbs. 10d. common.
For 1,000 feet furring, 1x2, about 65 lbs. 10d. common.
For 1,000 feet pine finish, about 30 lbs. 8d. finish.

For roofs and gutters use seven-pound lead; for hips and ridges, six-pound; for flashings, four-pound.

Gutters should have a fall of at least one inch in ten feet.

No sheet lead should be laid greater in length than ten or twelve feet, without a dip to allow for expansion.

Joints to lead pipes require a pound of solder for every inch in diameter.

MEMORANDA FOR PAINTERS.

Painter's work is generally estimated by the yard, and the cost depends upon the number of coats applied, besides the quality of the work and the material to be painted.

One coat or priming will take, for 100 yards of painting, twenty pounds of lead and four gallons of oil. Two-coat work, forty pounds of lead and four gallons of oil. Three-coat work, the same proportionate quantity as two coats; so that a fair estimate for 100 yards of three-coat would be 100 pounds of lead and sixteen gallons of oil.

One gallon priming oil will cover 50 superficial yards.

One pound of paint covers about four superficial yards the first coat and about six each additional coat. One pound of putty, for stopping every twenty yards.

One gallon of tar and one pound of pitch will cover twelve yards superficial the first coat, and seventeen yards each additional coat.

A day's work on the outside of a building is 100 yards of first coat, and 80 yards of either second or third coat. An ordinary door, including casings, will, on both sides, make eight to ten yards of painting, or about five yards to a door without casings. An ordinary window makes about two and one-half or three yards.

RULE FOR FINDING THE REQUIRED AREA FOR ANY CHIMNEY.

Multiply the nominal horse-power of the boiler by 112, and divide the product by the square root of the height of the chimney in feet. The quotient will be the required area in inches, at the top of chimney.

Table showing diameter and height of chimney for any boiler:

Horse Power of Boiler.	Height of chimney in feet.	Interior diameter at top.	Horse Power of Boiler.	Height of chimney in feet.	Interior diameter at top.
10	60	14 in.	70	120	30 in.
12	75	14 in.	90	120	34 in.
16	90	16 in.	120	135	38 in.
20	99	17 in.	160	150	43 in.
30	105	21 in.	200	165	47 in.
50	120	26 in.	250	180	52 in.
60	120	27 in	380	195	57 in.

WEIGHT OF BRICKWORK.

Placing the weight of brickwork at 112 pounds per cubic foot, the weights per superficial foot for different walls are:

9 inch wall . . . . . 84 lb.
13 inch wall . . . . . 121 lb.
18 inch wall . . . . . 168 lb.
22 inch wall . . . . . 205 lb.
26 inch wall . . . . . 243 lb.

CONTRAST OF COLORS.

White-Black and all colors.
Yellow-Violet, lavender, white.
Red-Green, olive.
Blue-Orange, auburn, brown.
Orange-Blue, gray.
Violet-Yellow, citrine, buff, dun.
Green-Red, russet, maroon, chocolate, citrine, purple, violet, lavender.
Russet, Maroon, Chocolate } Green, olive.
Gray-Orange, auburn, brown.
Olive-Red, russet, maroon, chocolate.

PAPER.

24 sheets—1 quire
20 sheets—1 quire outsides.
25 sheets—1 quire printers.
20 quires—1 ream.
21½ quires..1 ream printers.'
2 reams—1 bundle.
10 reams—1 bale.
60 skins—1 roll of parchment.

WEIGHTS AND MEASURES.

LINEAL MEASURE.

2¼ inches—1 nail.
4 inches—1 hand.
3 inches—1 palm.
9 inches—1 span.
12 inches—1 foot.
45 inches—1 ell.
3 feet—1 yard.
6 feet—1 fathom.
16½ feet or 5½ yards—1 rod, pole, or perch.
4 poles or 22 yards—1 chain.
220 yards or 40 poles—1 furlong.
1760 yards or 8 furlongs—1 mile.
7.92 inches—1 link.
100 links or 66 ft.—1 chain.
10 chains—1 furlong.
80 chains—1 mile.
3 miles—1 league.

LENGTH OF A FOOT IN DIFFERENT COUNTRIES.

	Inches.		Inches.
Spain	11.03	Denmark	12.35
Holland	11.14	Prussia	12.36
Sweden	11.14	Austria	12.45
America	12	Portugal	12.96
England	12	Russia	13.75

LENGTH OF A MILE IN DIFFERENT COUNTRIES.

	Am. yards.		Am. yards.
Russian	1,100	Spanish	5,028
Italian	1,467	German	5,866
English	1,760	Swedish and Danish	7,233
American	1,760	Hungarian	8,630
Scotch	1,984	Norwegian	12,400
Irish	2,200	French league	3,666

SQUARE MEASURE.

144 square inches—1 squarefoot.
9 square feet—1 square yard.
272¼ feet—1 square rod or pole.
40 rods—1 square rood.
40 roods, 160 rods, 4,840 yards, 43,560 feet, 10 square chains } 1 acre.
640 acres—1 square mile.
2,471 acres—1 hectare.
7,840 square yards—1 Irish acre.
6,150 square yards—1 Scotch acre.
30 square acres—1 yard of land.
100 acres—1 hide of land.
40 hides—1 barony.

SOLID OR CUBIC MEASURE.

1728 inches—1 cubic foot.
27 cubic feet—1 cubic yard.
40 cubic feet of rough or 50 cubic feet of hewn timber—1 ton or load.
108 cubic feet—1 stack of wood.
128 cubic feet—1 cord of wood.

AVOIRDUPOIS WEIGHT.

16 drachms—1 ounce.
16 ounces—1 pound.
28 pounds—1 quarter.
112 pounds—1 cwt.
20 cwt.—1 ton.

TROY WEIGHT.

24 grains—1 dwt.
20 dwt.—1 oz.
12 oz.—1 lb.

DRY MEASURE.

2 gallons—1 peck.
8 gallons—1 bushel.
64 gallons—1 quarter.
1 bushel—1.28 cubic feet.

LIQUID MEASURE.

8.665 cubic inches—1 gill.
4 gills—1 pint.
2 pints—1 quart.
4 quarts —1gallon.
1 gallon U. S.—8.34 lb.
1 gallon U. S.—231 cubic inches.
1 cublc foot—7.48 U. S. gallons.

SIZE OF PAPER. (Whatman's.)

	Inches.
Emperor	72 x48
Antiquarian	53 x31
Double elephant	40 x26¾
Atlas	34 x26
Colombier	34½x23½

SIZE OF PAPER.—CONTINUED.

Imperial	30 x22
Elephant	28 x23
Super Royal	27 x19
Royal	24 x19
Medium	22 x17½
Demy	20 x15½
Large post	20¾x16¾
Post	19 x15½
Foolscap	17 x13½
Post	15 x12½
Copy	20 x16

TABLE OF SQUARE ROOTS.

No.	Sq. Root.	No.	Sq. Root.
25	5.	1400	37.42
50	7.071	1450	38.08
75	8.66	1500	38.73
100	10.00	1550	39.37
125	11.18	1600	40.00
150	12.25	1650	40.62
175	13.23	1700	41.23
200	14.14	1800	42.43
250	15.81	1900	43.59
300	17.32	2000	44.72
350	18.70	2100	45.82
400	20.00	2200	46.90
450	21.21	2300	47.95
500	22.36	2400	48.99
550	23.45	2500	50.00
600	24.49	2600	50.99
650	25.46	2700	51.96
700	26.46	2800	52.91
750	27.39	2900	53.85
800	28.28	3000	54.77
850	29.15	3200	56.57
900	30.30	3400	58.30
950	30.82	3600	60.00
1000	31.62	3800	61.64
1050	32.40	4000	63.24
1100	33.16	4200	64.80
1150	33.91	4400	66.32
1200	34.64	4600	67.82
1250	35.36	4800	69.28
1300	36.06	5000	70.72
1350	36.74		

CHAPTER X.

Laws Concerning Public Roads.

1. *To Prevent Collisions,* and to secure the safety and convenience of travelers meeting and passing each other upon the highway, a code of rules has been adopted which constitutes what is called the law of the road. These rules, originally established by custom, have, in many instances, been re-enacted and declared by statute, and are of general and uniform observance in all parts of the United States. In general, they apply to private ways, as well as public roads, and, indeed, extend to all places appropriated either by law or in fact, for the purposes of travel.

2. *Public Roads* are those which are laid out and supported by officers entrusted with that power. Their care and control is regulated by the statutes of the different States, and in detail will not be referred to here, as they can be easily looked up by those who desire information so entirely local.

3. *Ownership.* The soil and the land remains in the owner, who may put the land to any use, and derive from it any profit, not inconsistent with the rights of the public. If the road is at any time discontinued, the land reverts to the owner.

4. *Liability.* The repair of highways is usually imposed upon towns, and they are made liable by statute for all damages against persons or estates, from injuries received or happening in consequence of a neglect of duty on the part of the officers haveng the same in charge.

5. *The Primary Law* of the road is that all persons using the same must exercise due care to prevent collisions and accidents. No one can claim damages for an injury mainly caused by his own negligence.

6. *Persons* traveling with carriages or vehicles of transportaton, meeting on any public way, are required to turn their carriages or wagons to the right of the center

of the road, so far as to permit such carriages or wagons to pass without interruption. Any unreasonable occupation of the public way, whether arising out of a refusal to turn out and allow a more rapid vehicle to pass, or from an unjustifiable occupancy of such a part of the road as to prevent others from passing, will render the party so trespassing liable for damages to any suffering injuries therefrom. A loaded vehicle must turn out, and allow those to pass who may reasonably and lawfully travel faster.

7. *Riders* are not governed by any fixed rules, but are required to use reasonable prudence at all times to prevent accidents. They need less room and can make quicker movements, and are, therefore, not under as well defined rules as vehicles.

8. *Pedestrians* have a right to use the carriage-way as well as the sidewalk, and drivers must exercise reasonable care to avoid injuring them, but a foot passenger in crossing the street of a city has no prior right of way over a passing vehicle; both are bound to act with prudence to avoid an accident, and it is as much the duty of the pedestrian to look out for passing vehicles as it is for the driver to see that he does not run over anyone; nor does the rule requiring vehicles to keep to the right apply to carriages and foot passengers, for, as regards a foot passenger, a carriage may go on either side.

9. *Runaways.* The owner of a runaway horse or horses, if negligent, or not exercising due care, is responsible for all damages that may occur. If a horse naturally quiet to ride and drive is frightened by a railroad train, steam thrasher or other causes not under the control of the rider or driver, does any damage, or injures any person or persons, the owner is not responsible. If horses are known to be vicious, or sustain a runaway reputation, break loose or run away with their driver, or injure any person persons, the owner is responsible, unless it can be shown that the horses were frightened by some obstacle which would naturally frighten a gentle or ordinarily quiet horse.

PETITION FOR LAYING OUT A ROAD.

To the Commissioners of the
Town of Milwaukee, County
of Boone, State of Wisconsin.

Your petitioners, of the town of Milwaukee, would respectfully represent that the public convenience and wants require that a road and highway should be laid out and constructed, beginning at the northeast corner of William Jones' farm, in the town of Milwaukee, and leading in a direct line south to the town of Southport.

Your petitioners would therefore ask that your honors would view the premises and locate and construct said road and highway, according to the laws in such cases made and provided, as shown by the statutes of the State.

Signatures. *Signatures.*

PETITION FOR CHANGING A ROAD.

To the Commissioners for the
County of ————

The undersigned respectfully represent that the public road and highway from the house of P. N. Malone, in the town of Belvidere, passing the house of L. K. Peterson, to the house of William Jones, in the town of Belvidere, is indirect, inconvenient and out of the way; wherefore. your petitioners request your honorable body to view the premises, straighten or new locate such road, and discontinue such parts of the present highway as may be useless, or make such alterations or improvements as shall appear to your honors necessary.

Signatures. *Signatures.*

CHAPTER XI.

Postal Regulations.

HOW TO SEND MONEY.

There are several ways to send money. How to send it by telegraph is explained elsewhere. The way to send the identical money is to send it by express. The package should be counted with the greatest care, and then a thread sewed through it so that a bill could not be slipped out if it be paper money. If it be coin it should be put in a strong canvas bag, then seal the knot with which it is tied. Better still, put the bag in a box securely nailed or screwed down. If the package be in bills the wrapper should be carefully tied and the knots sealed with sealing wax. The express company will give a receipt for the amount which it is said to contain. But a better way to send money by express is to buy a money order. They issue for any amount without any formal application. If a person has a bank account he often finds it most convenient to remit by draft. You fill out and deposit the following blanks:

Chicago, Ill.....190.. No.....

THE METROPOLITAN NATIONAL BANK OF CHICAGO.

Pay to the order of..... $.....

.....DOLLARS. . . . .

.....

METROPOLITAN NATIONAL BANK
OF CHICAGO.

Chicago,.....190..

Wanted by. . . ..

and.....Cents. $. 100

Payable at. . . ..

State of. . . ..

Payable to. . . ..

Residence or place of business of person to whom money is to be paid.

Town or city.....

State of.....

No. . . . . Street,.....

.....

Sent by.....

(Signature of Remitter to be written here.)

Residence or place of business of Remitter.
No. . . . . Street, ...
Town or city . . . . . .
State of . . . . . .

On the reverse side is the following blank:

FEES CHARGED FOR MONEY ORDERS.

For Orders for sums of $5 or less . . . . . 5 cents.
Over $5 and not exceeding $10 . . . . . 8 cents.
Over $10 and not exceeding $15 . . . . . 10 cents.
Over $15 and not exceeding $30 . . . . . 15 cents.
Over $30 and not exceeding $40 . . . . . 20 cents.
Over $40 and not exceeding $50 . . . . . 25 cents.
Over $50 and not exceeding $60 . . . . . 30 cents.
Over $60 and not exceeding $70 . . . . . 35 cents.
Over $70 and not exceeding $80 . . . . . 40 cents.
Over $80 and not exceeding $100 . . . . . 45 cents.

A single money order may be issued for any amount from one cent to One Hundred Dollars, inclusive, but must not contain a fractional part of a cent.

WAIVER OF IDENTIFICATION.

The Remitter who desires to relieve the Payee of his indorse or attorney from the inconvenience of proving indentity at the office of payment, by the testimony of another person, may do so, at his own risk, by signing the following form:

Draft on . . . . . .
Order of . . . . . $ . . . . . .

You then receive the following draft, duly filled out, which you send by mail to the payee:

Chicago . . . . . 190 No. . . . . .
. . . . . Pay to the order of
. . . . . $ . . . . . .
. . . . . DOLLARS.
With Exchange.
. . . . . .
Value received, and charge the same to account of
To . . . . . }
. . . . . } . . . . . .

No Protest. Take this off before presenting. Papers accompanying this draft must not be delivered unless Draft is paid.

Still another way is to send the money through the post office. The cheapest way is to buy a postal note, but that is not available, for there is no safety in it. Any person could get it cashed without identification. The best way is to procure a money order. The following is the blank used:

No..... Amount.....
No..... Amount.....
No..... Amount.....

These numbers and amounts are to be written in by the Postmaster. There being three blank spaces, more than one application is not needed when the Remitter sends over $100.

APPLICATION FOR MONEY ORDER.

(To be filled up by the Remitter, or by some one for him, not employed in the post office.)

Date.....190..
(Date must not be omitted.)

For the sum of .....DOLLARS.
Identificaton of Payee, Indorsee or Attorney waived.

.....
Remitter.

If the Remitter signs this form the issuing Postmaster must write or stamp across the face of the Money Order and of the Advice, these words: "Identification of Payee, Indorsee or Attorney waived," and must add there—— to his official signature.

Note:—The issue of a single applicant, in one day, of more than three orders payable at the same office, and to the same payee, is positively forbidden.

In the application the given names of the Remitter and Payee, or the initials thereof, should precede their surnames, respectively. If the Payee has only one given name, it should be written in full, if known to the Remitter. For example, the name John Jones should be written, and not as J. Jones. Observance of this rule will tend to prevent mistakes and delay in payment.

Names of firms, places and streets, as well as numbers and amounts, should be written in full and in the plainest manner possible. A money order must not be made payable to more than one person or firm.

As there are several Post Offices of the same name in the United States, an applicant for an order payable at one of such offices must be careful to indicate carefully which one of them he means, and the Postmaster will satisfy himself, before writing out the order, that the office indicated is the one intended.

These are the various methods in vogue for sending money. The choice between them is largely a matter of circumstance and convenience.

Third Class Matter (not exceeding 4 pounds). Printed matter, books, proof-sheets, corrected or uncorrected, unsealed circulars, inclosed so as to admit easy inspection without cutting cords or wrapper 1 cent for each 2 ounces

Fourth Class Matter. Not exceeding 4 pounds, embracing merchandise and samples, excluding liquids, poisons, grease, inflammable or explosive articles, live animals, insects, etc., 1 cent an ounce. Postage to Canada and British North American States, 2 cents per ounce, must be prepaid, otherwise, 6 cents.

On any third or fourth class packages may be written the names and numbers of articles enclosed. The sender is also allowed to mark a word or passage in a book or paper, to which he desires to call special attention. He may also write a simple inscription, or dedication, upon the cover or blank leaves of a book or pamphlet. He may attach to articles of merchandise, by tag, or labels, a mark, number, name, or letter for purpose of identification. Printed circulars may contain the written name of the sender, and the date. The sender's address, preceded by the word "from," may be added (inside or out) to any package. Any other writing on third or fourth class matter will subject the package to letter rates of postage, and render the sender liable to a fine of ten dollars for each offence.

Money can be sent with absolute safety by mail, by procuring a Money Order. The fees are: On orders not exceeding $5, 5 cents; $10, 8 cents; $10 to $15, 10 cents; $15 to $30, 15 cents; $30 to $40, 20 cents; $40 to $50, 25 cents; $80 to $100, 45 cents.

All postmasters in the United States issue Postal Notes for any sum under $5 at 3 cents each.

FOREIGN POSTAGE.

To all parts of Europe, Turkey, Persia, Egypt, India, Japan, Bermudas, Cuba, Porto Rico, Mexico, Honduras, Venezuela, Brazil, Argentine Republic, Chili, Peru, Ecuador, and Newfoundland for letters, 5 cents per half

ounce, prepayment optional; if not prepaid a fine is collected on delivery.

Postal-Card, 1 cent in addition to stamp impressed.

Newspapers, 2 cents each, if not over four ounces, and 2 cents for each additional four ounces or parts thereof.

For other Printed Matter and Samples, 1 cent for each package and an additional 1 cent for each two ounces or fraction thereof—the *minimum* rate for commercial papers being five cents for a package.

All matter, except Letters must be prepaid.

Letters and other packages may be registered on payment of a fee of ten cents.

Letters to New South Wales, Queensland, Victoria via, San Francisco, 12 cts. per ½ oz.; Australia, except above places, 5 cts. per ½ oz.; New Zealand, 12 cts. per ½ oz.

SUGGESTIONS.

Owing to the frequent handling all mail matter necessarily receives it is advisable always to use good envelopes, as many of the thin ones split open, which excites suspicion and blame against entirely innocent officials.

Prepayment of one full rate of postage on first class matter insures its being forwarded, but it is best to fully prepay, else the receiver of the letter must meet the deficiency. All mail, except first-class matter, must be fully prepaid or it will not be forwarded.

When the full rate of postage has been prepaid on first class matter, and all other matter when fully prepaid, may, at the request of the party addressed, be forwarded from one post-office to another. Postmasters can return second, third and fourth-class matter only upon zeceipt of postage stamps to cover remailing. A printed or written request on such matter, asking postmasters to notify sender of non-delivery, and of amount of postage required to return same, is allowable and will be honored.

All inquiries relating to lost mail matter of any sort, either domestic or foreign, should be addressed to the Chief Inspector, Post Office Department, Washington, D. C.

Inquiries relating to mail matter supposed to have been sent to the Dead Letter Office, should be sent to the Third Assistant Postmaster General.

In all letters of inquiry fullest information must be given, such as name and address of sender or writer, date and place of mailing, to whom and to what address the article was mailed, and a brief description of the contents. Whenever it is known when or why letter was sent to the

Dead Letter Office, this should be stated as should the number of any registered matter.

Always write "Transient" or "General Delivery" on matter for persons not living where you send mail to them

When directing to cities, always add the street and number, or post office box, of the person addressed, unless marked "Transient" or "General Delivery."

To insure certainty in dispatch of mail, give the county in which post-office is, and spell out the name of the State in full.

If you will write or print your name and address (and the contents, if a package) in the upper left hand corner of your mail matter, it will be returned to you for correction, if improperly addressed, or insufficiently paid, and if not called for at its destination, it can be returned to you without going to the Dead Letter Office. If a letter, it will be returned free.

Register all valuable letters and packages. Registry fee ten cents, which with the postage must be fully prepaid. The name and address of the sender must be given on the outside of the envelope or wrapper of all registered articles. Registration does not make the Department responsible for lost letters, but it does so mark the progress of a letter that tampering with it is almost wholly impossible.

FOREIGN POSTAGE.

To all parts of the Universal Postal Union (embracing neaarly every civilized country):

On letters, five cents for each half ounce or fraction thereof, prepayment optional. Double rates are collected on delivery of unpaid or short-paid letters.

On newspapers, books, pamphlets, photographs, sheet music, map engravings, and similar printed matter, one cent for each two ounces or fraction thereof.

To Canada (including Nova Scotia, New Brunswick, Manitoba and Prince Edward Island): Letters, two cents for each ounce or fraction thereof; Books, Circulars and similar printed matter, one cent for each two ounces or fraction thereof. Second Class Matter, same as in the United States Samples and Merchandise, one cent per ounce. Packages must not exceed 4 pounds, 6 ounces in weight, prepayment compulsory.

To Mexico: Letters, Postal Cards and printed matter, same rates as in the United States. Samples, one cent per ounce; Merchandise other than Samples, can only be sent by Parcel Post.

To Australia (except New South Wales, Queensland and Victoria), via San Francisco: *On Letters*, five cents for each half ounce or fraction thereof. To places excepted above, twelve cents for each half ounce; on Newspapers, two cents each, prepayment compulsory.

Limits of Size and Weight: Packages of samples of merchandise to the countries named above (except Great Britain, France, Belgium and Switzerland), must not exceed 8¾ oz., nor measure more than 8 in. in length, 4 in. in breadth and 2 in depth; and packages of printed matter must not exceed 4 lbs. 6 oz. Packages of merchandise samples to Great Britain, France, Belgium, Switzerland and Argentine Republic are limited to 12 oz. in weight, 12 in. in length, 8 in. in width, and 4 in. in depth. Packages of printed matter to Germany and Great Britain are limited to 2 ft. in length and 1 ft. in each other dimension.

INTERNATIONAL OR FOREIGN MONEY-ORDER FEES.

On Algeria, Belgium British India, Cape Colony, Constantinople, Denmark, Dominion of Canada, Egypt, England, France, German Empire, HongHong, Ireland, Italy, Jamaica, Japan, Newfoundland, New South Wales, New Zealand, Portugal, Sandwich Islands, Scotland, Shanghai, Sweden, Switzerland, Tasmania, Victoria.

For sums not exceeding	$10	10cts.
Over $10, not exceed.	$20	20cts.
Over $20, not exceed.	$30	30cts.
Over $30, not exceed.	$40	40cts.
Over $40, not exceed.	$50	50cts.

Orders can also be obtained on Austria and the East Indies, by remittance through the Postal Department of Switzerland, subject to the rates of the Swiss Department to those countries. Also on Norway and the Netherlands, through the Postal Department of the German Empire, subject to the rates of the German Department to those countries.

No order issued for a larger amount than $50 in United States money.

UNITED STATES POSTAGE RATES.

Letters. Prepaid by stamps, 2 cents each ounce or fraction thereof to all parts of the United States and Canada; forwarded to another office without charge on

request, of the person addressed; if not called for, returned to the writer free if indorsed with the request. If the stamp is omitted the letter is forwarded to the Dead Letter Office, and returned to the writer. For registering letters the charge is ten cents additional. Drop letters, at letter carrier offices, 2 cents per ounce or fraction thereof, at the other offices 1 cent per ounce or fraction thereof. On insufficiently prepaid matter mailed in Canada, 6 cents per ounce or fraction thereof. Stamped postal cards furnished only by Government, 1 cent postal card, or, anything but the address written on the face, letter postage is charged. Postage on all newspapers and periodicals sent from newspaper offices to any part of the United States to regular subscribers, must be paid in advance at the office of mailing.

WITHDRAWAL OF MAIL MATTER.

Before Dispatch. After mailable matter has been deposited in the post office it cannot be withdrawn except by the writer thereof or sender, or in case of a minor child, the parent or guardian duly authorized to control the correspondence of the writer. The utmost care must be taken to ascertain that the person desiring to withdraw the matter is the one person entitled to do so. If necessary, the postmaster should require the applicant to exhibit a written address in the same hand as that upon the letter, and such description of the letter or article mailed, or other evidence, as will identify the same and satisfy the postmaster that the applicant is entitled to withdraw it.

The postmaster acts at his peril in permitting such withdrawal, and would be liable, however honest his intentions, were he to deliver it to an imposter or one not entitled to it. He should in no case delay a mail, or retard the business of his office in order to search for a letter desired to be withdrawn.

Letters With Stamps Canceled not to be Withdrawn for Mailing on the Cars. After canceling the stamps upon a letter the postmaster must not return it to the person mailing it to him to take it to a railway post office. If received too late to put in the locked pouch, the postmaster or his assistant or sworn clerk may, after cancelation and postmarking, take it to the postal car. The railway postal clerk may receive it from such postmaster, assistant or clerk, but is forbidden to receive such canceled letter outside of the pouch from any other person.

Withdrawal by Sender After Dispatch. After a letter has passed from the mailing post office, the delivery of same may be prevented, and its return to the writer secured, by an applicant by the writer to the postmaster at the office of mailing, stating reasons therefor, identifying the letter, and supporting such application with sufficient proof in writing. Upon such application and evidence, and upon a deposit being made by the writer of a sum sufficient to cover all expenses incurred, the postmaster shall telegraph a request for the return of such letter to his office, if it has been forwarded, to the postmaster at the office of address, carefully describing the same, so as to identify it and prevent the return of any other matter. On receipt of such request the postmaster at the office of address shall return such letter to the mailing postmaster in a penalty envelope, who will deliver it to the writer upon payment of all expenses and of letter rate of postage on the matter returned, on the envelope of which, postage-due stamps of the proper value must be placed and canceled, and upon the prepayment also, of a registered parcel, addressed to the First assistant Postmaster General, Division of Correspondence, P. O. Department, in which the postmaster shall inclose and transmit the application of the writer and all proofs submitted by him together with the writer's receipt for it, and the envelope of the returned letter.

Letters Withdrawn from the Mail Require Prepayment Anew. A letter which has been withdrawn from the post office by the sender, after the stamp has been canceled, for the purpose of adding to the message, cannot be remailed without new prepayment of postage.

Return of Registered Matter. Registered matter cannot be returned without the consent of the addressee and the approval of the Department.

Prepayment of Postage. First class matter will be forwarded for delivery in the domestic mails on the prepayment of one full rate of postage. The deficiency will be collected by postage-due stamps at the place of delivery. All other domestic matter must be fully prepaid. When by any inadvertence mail matter of any class reaches its destination without any prepayment, double the prepaid rates will be collected from the addressee. When part prepayment, however, is made, only the actual deficiency will be collected.

Second, third and fourth class matter will neither be forwarded nor returned without the prepayment of additional postage.

Postage Due Must Be Paid in Cash. Postmasters cannot lawfully accept postage stamps in payment of postage remaining due on letters. The amount due must invariably be paid in cash.

Double Postage Collected on Unpaid Foreign Mail. Letter addressed to foreign countries other than Mexico and Canada, will be forwarded without the prepayment of postage, but double postage will be collected from the addressee on delivery.

Sealed Foreign Matter Other Than Letters. Sealed matter addressed to foreign countries, not in the usual and ordinary form of a letter, must be fully prepaid to be forwarded. When not prepaid, it will be returned to sender or sent to the Dead Letter Office.

Second, Third and Fourth Class Foreign Mail. Matter from foreign countries analagous to our domestic second, third and fourth class matter will be forwarded without the prepayment of additional postage.

Return of Domestic Letters. Domestic letters bearing the return card of the sender will be returned to sender should they prove undeliverable at the end of the time stated on the envelope, or if no time is stated, at the end of thirty days.

Letters Without Return Card. Letters which are not deliverable and do not bear the return card of the sender, are sent to the Dead Letter Office, where they are opened, and returned in a penalty envelope directed to the sender, if his address is contained therein. When a letter is not deliverable at an address, the city directory is searched for a new address. If found, the new address is marked on the letter and delivery made to the addressee. In view of this, it is advisable that everyone should see that his or her name is inserted in the city directory. If unavoidably left out of the directory, the post office should be notified, so that the name may be entered in the post office interleaved directory.

Change of Address. Business houses changing their address should notify their letter carrier of their route or the general post office. All changes in corporation names or titles of firms should be reported to the post office, in order that mail may be promptly delivered; this is also true with respect to the establishment of new firms or newspapers, or any business concern to which mail is addressed. When changing an address state if it has been previously changed and to where.

Sender May Specify Time Letter Shall Be Held. The sender of a letter may specify the time a letter shall be held pending delivery, but no time less than three days will be observed.

No Charge for Letters Returned. Letters are returned to senders if not deliverable, without additional charge for postage.

"Disputed Mail." Whenever there is a dispute between the members of a firm regarding the delivery of mail, the matter should be referred to the postmaster for adjudication.

Letters Addressed to "Agent," or "In Care of." Letters addressed to anyone as the agent, manager or representative of a business firm, belong to the business firm. Letters addressed care of business firm, individual or house, belong to the persons so addressed and not to the person or persons in whose care they are addressed.

Cause of Non-Delivery to be Stamped. All request, card or official matter of any class returned to sender, or undelivered matter sent to the Dead Letter Office, must bear on its face the reason for such return, as, such "refused," "Removed," "Present Address Unknown," "Deceased," "Unclaimed," "Cannot be Found," etc., and must also, in every instance, bear the post mark of the office from which it is returned. No article of undeliverable matter must be detained at the office to which it is addressed for a longer time than that named in the return request.

Postal Cards, Etc., Not Given Directory Service. Postal cards, and matter of the second, third and fourth class, not deliverable, are not given directory service.

Treatment of Valuable Second, Third and Fourth Class Matter. Matter of the second, third or fourth class, of obvious value, if not deliverable and if the address of the sender is not enclosed, is sent to to the Dead Letter Office. When the address of the sender is disclosed, a card will be mailed requesting postage for returning or forwarding.

Printed Matter of "Obvious Value" Defined. Printed matter of obvious value is defined to be such as magazines, pictorials, music, pictures, photographs, books or pamphlets, likely to be of use or value to the addressee.

"Unclaimed Matter is Advertised." All unclaimed matter of the first class, except registered, refused, fictitious card and request matter, if not deliverable, is advertised weekly by lists posted at the post office, stations and sub-stations. One cent will be collected when an advertised letter is delivered.

"Mail Sent Under Cover." Matter sent under cover to a postmaster with a request to mail is always stamped "Mailed under cover at—" which prevents deception.

GENERAL REGULATIONS CONCERNING FOREIGN MAILS.

The following regulations are in effect on and after January 1, 1900. Until that date regulations published in previous issues of the Guide are in force.

UNIVERSAL POSTAL CONVENTION SIGNED AT WASHINGTON—REGULATIONS IN EFFECT JANUARY 1, 1900.

The following principal provisions of the Universal Postal Convention of Washington, applicable to articles in the mails exchanged on and after January 1, 1900, between the United States and the other countries (except Canada and Mexico) embraced in the Universal Postal Union, are published for the information and guidance of postal officials and the public:

1. The postage rates remain unchanged. They are as follows, viz:

For Letters. Five (5) cents for each half ounce or fraction of half ounce; prepayment optional.

For Post-Cards. Two (2) cents for each single cards, and four (4) cents for double cards.

For Prints of Every Kind. One (1) cent for each (2) ounces or fraction of two (2) ounces; limit of weight, four pounds, six ounces; limit of size, eighteen (18) inches in any direction, except that rolls of prints may measure thirty inches (30) in length and four (4) inches in diameter.

For Commercial Papers. Five (5) cents for the first four (4) ounces or less, and one (1) cent for each additional two (2) ounces or fraction thereof ounces; limit of weight, twelve (12) ounces; limit of size, twelve (12) by eight (8) by four (4) inches.

All articles other than letters must be prepaid, at least in part. Double the deficient postage calculated at the above rates is collectible of the addressee, upon the delivery of articles upon which postage has not been prepaid in full.

2. The sender of an article may cause it to be withdrawn from the mails, or its address to be changed; provided the legislation of the country for which the article is destined allows such withdrawal or change of address.

3. In the case of unpaid letters and short paid articles of any kind returned to the senders as undeliverable, the senders must pay the amount which would have been

collected of the addressees if the articles had been delivered.

4. The following articles are prohibited circulation in international mails, viz:

Articles which do not conform to the conditions prescribed for them. Articles which may be dangerous or likely to soil or injure other articles. Current coin, articles liable to custom's duty, gold, silver, precious stones, but only to those countries the legislation of which does not permit their admission to the mails.

5. Postage stamps are required to be printed as far as possible in the following colors, viz:

Stamps of the value of five cents in dark blue; stamps of the value of two cents in red; stamps of the value of one cent in green.

6. Every article addressed for delivery in a foreign country must show upon its cover an impression of the date stamp of the mailing post office.

7. A post office receiving letters and post-cards from foreign countries must impress its date stamp on the back of letters and on the front of post-cards.

8. Every unpaid or short-paid article must have marked upon its cover the capital letter "T". Such marking is done by the exchange post office, which dispatches the article abroad.

9. Articles addressed by initials or in pencils are not allowed to be registered.

10. Registered articles for which a "Return receipt" is desired must be marked very plainly "Return receipt."

The return must be made out and attached, by means of a string tied crosswise, to the article. When an article is received accompanied by a return receipt, said receipt must be signed by the person to whom the article is delivered, and must be returned to the exchange office whence the article was received.

11. Post-cards must not exceed in size $5\frac{3}{8}$ by $3\frac{3}{8}$ inches, and must bear on the front the words "Post-card." Engravings or advertisement may be printed on the front provided they do not interfere with a perfectly distinct address. Postage stamps and small adress label may be affixed to the front; and the sender may also write, print or stamp his name and address on the front, but nothing else is allowed to be placed there.

12. The sender of a double post-card may write his name and address on the front of the reply half of the double card.

13. Post-cards (single and double) issued by private establishments are admitted to enternational mails in

those countries which authorize the issue of such cards, provided the cards conform as regards size, and the consistency of the paper, with the official post-cards.

14. Samples of merchandise are admitted only under the following conditions, viz.:

First-a. They must be placed in bags, boxes or removable envelopes in such a manner as to admit of easy inspection.

b. They must not have any salable value, nor bear any manuscript other than the name and the social position of the sender, the address of the person for whom they are intended, a manufacture's or a trace mark, numbers of orders, prices, and indications relating to weight and size, as well as to the quantity to be disposed of, or those which are necessary to precisely indicate the origin and nature of the merchandise.

c. Articles of glass, liquids, oils, fatty substances, dry powders, whether coloring or not, as well as live bees, are admitted as samples, provided they are put up in the following manner:

First.—Articles of glass must be packed solidly in boxes, in a way to prevent all danger to the correspondence and the employes.

Second.—Liquids, oils and substances easily liquefiable must be enclosed in glass bottles hermetically closed. Each bottle must be placed in a wooden box filled with sawdust, cotton or spongy material in sufficient quantity to absorb the liquid in case the bottle should be broken. Finally, the box itself must be enclosed in a case of mental or wood, with a screw top, or of strong and thick leather.

If perforated wooden blocks are used, measuring at least one-tenth of an inch in the thinnest part, sufficiently filled inside with absorbing material, and furnished with a lid, it is not necessary that the blocks should be enclosed in a second case.

Third.—Fatty substances, such as ointments, soft soaps, resins, etc. must be enclosed in an inner cover (box, bag of linen or parchment, etc.), which must be placed in a second box of wood, metal or strong and thick leather.

Fourth.—Dry powders must be placed in cardboard boxes enclosed in a bag of linen or parchment.

Fifth.—Live bees must be enclosed in boxes which avoid all danger and permit examination of the contents.

Sixth.—Specimens of natural history, such as dried or preserved animals or plants, geological specimens, etc.,

which are not sent for commercial purposes, are admitted at the postage rate and under the conditions of weight and size prescribed for samples.

15. Prints of all kinds are subjected to the following conditions, viz:

a. Facsimile copies of manuscript or typewriting if sent as prints must be mailed at the post office windows in not less than twenty (20) perfectly identical copies.

b. Stamps or forms of prepayment, whether canceled or not, as well as all printed articles constituting the sign of monetary value, are not admitted as prints.

c. The following manuscript additions may be made to prints: The name, business and residence of the sender; to visiting cards, the title and address of the sender and congratulations, thanks, etc., not to exceed five words; the date of despatch, the necessary corrections on proofs of printing, and the "copy" may be enclosed with the proof; correction of errors in printing, other than proof; the erasure and underscoring of certain words; the insertion or correction of figures in price lists, advertisements, trade circulars and prospectuses; the insertion of the name of the traveler, the date and place of his intended visit, in notices concerning the trips of commercial travelers; the dates of sailing on notices relating to the sailing of vessels; the name of the person invited; the date, object and place, on cards of invitation and notices of meetings; a dedication on books, journals, photographs, Christmas and New Year's cards; fashion plates, maps, etc., may be painted; to cuttings from journals, the title, date, number and address of the journal from which they were cut may be added.

d. No manuscript additions other than those above indicated are allowed upon prints.

e. Prints must be wrapped so that the contents can be easily examined, without damaging the cover. But cards may be forwarded without covers.

f. Cards bearing the title "Post-card" are not admitted at the postage rate applicable to prints.

16. Commercial papers, samples and prints may be enclosed in one and the same packages; provided, (1) that each article taken singly does not exceed the limits of weight and size applicable to it; (2) that the total weight does not exceed four (4) pounds six (6) ounces; and (3) that the minimum charge shall be five (5) cents if the package contains "commercial papers," and two (2) cents if it contains samples.

CHAPTER XII.

Discount and Interest.

Commission. To find the commission, the Cost or Selling Price and per cent. of commission being given.

Rule. Multiply the cost or selling price by the rate per cent of commission.

Example. How much commission will be due an agent who buys $5.000 worth of merchandise on a commission of 6 per cent.?

OPERATION.

$5,000—Investment or base.
.06—per cent of Commission.

$300.00—Commission or percentage.

Explanation. Since the rate of commission is 6 per cent., the whole commission due the agent will be 6 per cent. of the investment, $5,000, or $300.

TO FIND THE INVESTMENT OR GROSS SALES, THE COMMISSION AND PER CENT. OF COMMISSION BEING GIVEN.

Rule. Divide the commission by the rate per cent. of commisison.

Example. If an agent's rate of commission is 4 per cent., what value of goods must he sell to earn a commission of $100?

OPERATION.

Com.
4 %—.04 ($100.00
$2,500

Explanation. Since the agent's commission is 4 per cent., he earns four cents by selling $1 worth of goods; the value of the goods sold, therefore, must be as many times $1 as four cents is contained times in $100 which is 2,500 times, and 2,500 times $1 is $2,500.

TO FIND THE INVESTMENT AND COMMISSION WHEN BOTH ARE INCLUDED IN A REMITTANCE BY THE PRINCIPAL.

Rule. Divide the remittance by 1 plus the rate per cent. of commission.

Example. If $2,020 is sent to a Boston agent for the purchase of oats, how much will he invest, his rate of commission being 1 per cent?

OPERATION.

$1.00 Investment. $1.01) $2,020
.01—Commission. $2,000 Sum invested oats.
$1.01—Actual cost to principal of each dollar invested by agent.

Explanation. For each dollar invested the principal supplies the dollar invested and 1 cent for the agent's services, therefore, the agent will invest only as many dollars in oats as $1 plus 1 cent, or $1.01 is contained times in $2,020, or 2,000 times, hence the investment $2,00

DISCOUNTS.

Discount is the allowance made from the amount of a debt, a note, or other obligation, or a deduction from the price of goods, for payment before it is due.

Trade Discount. is the allowance made by manufacturers and merchants upon their fixed or list prices.

When there is more than one Trade Aiscount they are known as Discount Series.

Trade discount is computed by the rules of percentage on the market price as a base. When a series of discounts is allowed, the first only is so computed, and in every subsequent discount the remainder after each preceding discount is regarded as the base.

TO FIND THE SELLING PRICE, THE LIST PRICE AND DISCOUNT SERIES BEING GIVEN.

Example. The list price of a horse is $500, what is the net selling price, if a discount of 30 per cent. is allowed?

OPERATION.

.30—Per cent. of discount. 150—Discount.
$150.00—Discount. $350—Net selling price.

Explanation. Since the discount is 30 per cent., and the list price or base is $500, the discount to be deducted will be 40 per cent., or $150. The net price will be $500 — $150 — $350.

TRUE DISCOUNT.

True Discount is the difference between the face of a debt due at a future time, and its present worth.

The Present Worth of a debt payable at a future time without interest is its value now; hence is such a sum as being put at simple interest at the legal rate will amount to the given debt when it becomes due.

TO FIND THE PRESENT WORTH AND TRUE DISCOUNT.

Example. Find the present worth and true discount of a claim for $954.65 due 3 years 6 months hence at 3 per cent per annum.

OPERATION.

$ .105—Interest on $1 for 3 yrs. 6 mo. at 3 per cent.
1.105—Amount. 1.105) $954.65
$863.93, present worth.
$954.65—863.93—$90.72.

Explanation. The amount of the debt at the end of 3 years 6 months is $954.655 and s nce $1 would in that time at 6 per cent. amount to $1.105 is contained times in $954.65, or $863.93. If the face is $95465 and its present worth is only $863.93, the true discount will be $954.65 minus $863.93, or $90.72.

Rule. Divide the amount of the debt at its maturity by one dollar plus its interest for the given time and rate and the quotient will be the present worth. Subtract the present worth from the amount and the remainder will be the true discount.

BANK DISCOUNT.

Bank Discount. is a deduction from the sum due upon a negotiable paper at its maturity for the cashing or buying of such paper before it becomes due.

The discount may be a fixed sum, but is usually the interest at the legal rate taken in advance. Bank discount is usually reckoned on a basis of 360 days a year.

The Time in bank discount is always the number of days from the date of discounting to the date of maturity.

The Term of Discount is the time the note has to run after being discounted.

Notes containing an interest clause will bear interest from date to maturity unless other time be specified.

Non-Interest Bearing Notes become interest bearing if not paid at maturity.

The Maturity of a note or draft is indicated by using a short vertical line with the date on which the note or draft is nominally due, on the left, and the date of maturity on the right; thus, September 12—16.

TO FIND THE DISCOUNT AND PROCEEDS, THE FACE OF A NOTE, TIME AND RATE PER CENT OF DISCOUNT BEING GIVEN.

Example. Find the bank discount and proceeds of a note for $600 due in 60 days at 5 per cent.

OPERATION.

$605.00—Face.
5.00—Discount for 60 days.

$595.00—Proceeds.

Explanation. The bank discount of a note being its interest for the time plus grace and the proceeds being the face of a note minus the bank discount, it is only necessary to compute the interest on the face for the full time to obtain the discount and to subtract such discount from the face to find the proceeds; thus, $5.00 being the discount, $600 minus $5.00 equals $595.00 proceeds.

Rule. Compute the interest for the time and rate for the bank discount and subtract this discount bank from the face of the note to find the proceeds.

TO FIND THE FACE OF A NOTE, THE PROCEEDS, TIME AND RATE PER CENT. OF DISCOUNT BEING GIVEN.

Example. What must be the face of a note, payable in 30 days, that when discounted at 3 per cent. the proceeds may be $300?

OPERATION.

$1.00 —Face of note of $1.
.0101—Discount of note of $1.

.9899—Proceeds of note of $1.
.9899)$300

$303.17 face required.

Explanation. If the discount of $1 at 3 per cent. for 33 days is .0101, the proceeds of $1 of the note would be $1 minus $ .0101 or $ .9899, and if the proceeds of

$1 are $ .9899 it would require as many dollars face of note to give $300 as $ .9899 are contained times in $300 or $303.17.

Rule. Divide the proceeds of a note by the proceeds of $1 for the given rate and time.

PROFIT AND LOSS.

Profit and Loss treats of gains or losses in business transactions.

The Gross or Full cost of an article is its first cost increased by all outlays incident to its purchase and holding to date of sale.

The Net Selling Price is the gross selling price, less all charges incident to its sale.

TO FIND THE PROFIT AND LOSS, THE COST AND RATE BEING GIVEN.

Example. An agent paid $60 for a carriage and sold it at a profit of 6 per cent. What was his gain?

OPERATION.

$60.00 —Cost.
.06 —Per cent. of gain.

$3.60000—Gain.

Explanation. Since the agent gained 6 per cent. or 6 cents on $1, on the $60 of cost he would gain 60 times $ .06, or $3.60.

Rule. Multiply the cost by the rate.

TO FIND THE COST, THE GAIN OR LOSS, AND THE RATE OF GAIN OR LOSS BEING GIVEN.

Rule. Divide the gain or loss by the per cent. or gain or loss.

TO FIND THE RATE OF PROFIT OR LOSS, THE COST AND THE PROFIT OR LOSS BEING TAKEN.

Rule. Divide the profit or loss by the cost.

TO FIND THE COST, THE SELLING PRICE AND THE RATE PER CENT. OF PROFIT OR LOSS BEING GIVEN.

Rules. Divide the selling price by 1 plus the rate of gain.

Divide the selling price by 1 minus the rate of loss.

TAXES.

TO FIND A PROPERTY TAX.

Example. The rate of taxation in the city of Belvidere Illinois, is 2 per cent. What amount of tax must a person pay whose personal property is valued at $5,000 and who owns real estate assessed at $10,000

OPERATION.

$10,000
5,000

$15,000 times .02—$300.

Explanation. Since his total valuation was $15,000, and the rate of taxation 2 per cent., his tax would be 2 per cent. of $15,000 or $300.

Rule. Multiply the total assessed value by the rate per cent. of taxation.

INSURANCE.

TO FIND THE COST OF INSURANCE.

Example. The stock in a store is insured for $200, What is the cost of insurance for one year at 6 per cent. premium, if $2.00 is charged for the policy?

OPERATION.

$200—Amount insured.
.02—per cent. of premium.

$4.00 equal Premium.

$4.00 equal Premium.
$2.00 equal cost of policy.

$6.00 equals full cost of insurance.

Explanation. Since the amount insured is the base and the per cent. of premium is the rate, if the amount is multiplied by the rate the product, $4.00 will be the premium; adding $2.00, cost of policy, equals $6.00 the full cost.

Rule. Multiply the amount of insurance by the rate per cent. of premium, and add extra charges, if any.

TO FIND THE AMOUNT INSURED, THE PREMIUM AND PER CENT. OF PREMIUM BEING GIVEN.

Rule. From the full cost of insurance subtract the extra charges, if any; divide the remainder by the per cent. of premium and the quotient will be the face of the policy.

PARTIAL PAYMENTS.

Payments made at different times of part of a debt should always be endorsed upon the back of the note.

The following rule is simple and more equitable than many complicated processes given, especially when the debt is not of long standing.

This Commercial or Merchant's rule is commonly used in finding the amount due on notes and accounts running a year or less, and is based on the principle that both debt and payments draw interest.

Find the amount of the principal from the time it began to draw interest to the day of settlement.

Find the interest on each payment from the time it was made to the day of settlement. Subtract the sum of the payments and interest thereon from the principal amount. The remainder will be the sum due at time of settlement.

LEGAL POINTS CONCERNING INTEREST.

1. *Interest* is money paid for the use of money. If one borrows money promising to repay it with an adtional amount, the sum borrowed is called the Principal the additional amount interest. It is usually stated as so much per cent., i. e., so many dollars of interest for every hundred dollars of principal.

2. *When Allowed.* Interest is allowed (1) when it is expressly contracted for, (2) when such an agreement is implied, (3) when a debt has become due but remains unpaid.

The most common instance in the first class is where money is borrowed. The debtor usually expressly agrees to pay the debt and interest.

The second class is where money is borrowed and the agreement to pay interest is implied from the nature of the business or the usual custom.

The thrid class relates to the interest accruing after the debt becomes due, and it is a general rule that one

who fails to pay money due must also pay interest upon it up to the time he does pay.

3. *Usury.* Many of the states for bidonyone to give or receive more than a tsated rate of interest. This rate differs in the different states, varying from six to twelve per cent. The taking of a higher rate than that allowed by the law is usury; thus Usury is unlawful interest.

4. *Legal Rate.* Every state has established a certain rate which shall be the rate of interest in all those cases where the parties have not fixed their own rate. This is called the Legal rate, and in most states it is six per cent. per annum.

A promise to "pay $100 and interest" means interest at the legal rate of the State in which the payment is to be made.

5. *Penalty of Usury.* Some penalty is inflicted upon the one who takes usury, i. e., upon the lender not upon the borrower. It varies in the different states, but is usually one of three kinds: (1) the forfeiture of the usurious interest, i. e., all above the lawful rate; (2) the forfeiture of all the interest; or (3) the forfeiture of both principal and interest.

In a state where the first rule is adopted, the lender who has lent at a usurious rate may recover the principal and the interest at the legal rate; where the second is adopted, only the money he leni; and where the third is adopted not even that.

(See Interest Laws.)

6. *Book Accounts.* Interest may be charged on book accounts, when it is known to the customer that it is a common practice of the seller to charge interest; but not until the statement is rendered.

7. *Judgments.* Interest upon a judgment dates from the time the judgment was rendered. Debts ofr board and lodging where there was no time fixed or price of payment fixed will not draw interest until they are reduced to judgments.

8. *Administrators, Executors, Guardians and Trustees* may be charged interest upon all trust funds in their hands after their failure to invest them within a reasonable time,

9. *Co-Partnership.* If a partner withdraws money from the funds belonging to the firm for private use, he will be liable for interest on the same.

10. *Policy of Insurance.* If loss occurs under a policy of insurance, it bears interest from the time it is due according to the terms of the policy.

11. *Compound* interest is not collectable by law. When interest has accumulated and become payable, an agreement that it shall be added to the principal thus formed will usually be deemed lepal.

MONEY.

Money means those articles which are received and pass from hand to hand among all the people as the representative of so much value.

All civilized nations have some form of money. It consists either of coin made by the Government, or paper money issued or recognized as money by the Government.

Kinds. In the United States the coin is of three kinds:

1. Gold coin, consisting of the gold dollar, five dollar piece and other multiples of a dollar.
2. Silver coin, consisting of the silver dollar, half dollar, and other fractions of a dollar.
3. The minor coins, made chiefly of copper, or nickel and consisting of the one, two, three and five cent pieces.

The paper money is also of three kinds.

1. Notes issued by the United States Government.
2. Certificates issued by the United States Government upon the deposit of gold or silver with it.
3. Bills issued by national banks.

LEGAL TENDER IS THAT KIND OF MONEY WHICH BY LAW CAN BE OFFERED IN PAYMENT OF A DEBT.

Creditors may if they choose take in payment not only any kind of money, but any other article, such as a draft, or goods. Checks are commonly used for that purpose. In case the creditor insists, the person bound to pay must provide legal tender.

LEGAL TENDER CONSISTS SUBSTANTIALLY OF THE UNITED STATES COIN AND THE UNITED STATES NOTES.

United States certificates and the national bank notes are not legal tender. Nevertheless they pass as freely as money, because they are considered safe. They constitute the greater part of the paper money in circulation.

RARE U. S. COINS AND THEIR VALUE.

Coins are valuable because they are rare, not because they are old. The following are the prices paid by numismatists, or coin-gatherers, for most of the rarer dates if not mutilated, pierced or badly worn.

HALF CENTS.

1796	$ 9.00	to	$ 20.00
1831	4.00	to	7.00
1636	5.00	to	8.00
1840 to 1849, small date	3.00	to	5.00
1852	2.00	to	4.00

CENTS.

1793, wreath	$ 2.00	to	$ 3.50
1793, chain	3.50	to	6.50
1793, liberty cap	3.50	to	8.00
1799	5.00	to	15.00
1804	2.00	to	4.00
1809	.50	to	1.50

SILVER HALF DIMES.

1794	1.00	to	1.50
1796	1.50	to	2.00
1801	1.25	to	2.50
1802	20.00	to	40.00
1803	1.00	to	22.50
1805	2.00	to	4.00
1846	.50	to	1.50

SILVER DIMES.

1796	$ 0.75	to	$ 1.50
1797, 16 stars	1.00	to	2.50
1797, 13 stars	1.00	to	3.00
1800	1.50	to	2.00
1801-1804	1.50	to	5.00
1822	.50	to	1.25
1846	.25	to	1.00

SILVER TWENTY CENT.

1877	$ 1.00	to	$ 1.50
1878	1.00	to	1.50

SILVER QUARTER DOLLARS.

1796	$ 1.25	to	$ 5.00
1804	1.00	to	3.00
1823	15.00	to	25.00
1827	25.00	to	40.00
1853, no arrows	2.00	to	4.00

SILVER HALF DOLLARS.

1794	$ 1.50	to	$ 3.50
1796	20.00	to	30.00
1797	20.00	to	30.00
1801–2	1.50	to	3.00
1815	1.50	to	4.00
1836, reeded	1.00	to	2.00
1838, Orleans	10.00	to	15.00
1852	1.25	to	2.50
1853, no arrows	15.00	to	30.00

SILVER DOLLARS.

1794	$ 25.00	to	$ 35.00
1804	350.00	to	500.00
1836	2.50	to	5.00
1838	20.00	to	35.00
1839	20.00	to	30.00
1851	15.00	to	25.00
1852	15.00	to	25.00
1854	2.50	to	4.00
1855	2.00	to	3.50
1856	1.25	to	2.00
1858	15.00	to	25.00

COUNTERFEIT MONEY.

A counterfeit bank-note is a fac-simile of the genuine, or as nearly like it as is possible to make it. A *spurious* note is one whose designs are different from the genuine, and is intended to pass in places where the genuine is unknown. An altered note is one that is altered from a lower to a higher denomination; or on a broken or bogus bank, having the name or locality changed for that of some reputable bank.

There are two kinds of counterfeit money, coin and paper. A spurious coin is told easily by its lightness of weight, generally. The ring of the metal on any hard substance is dull if there is alloy in the coin. The milling or edge-work is usually imperfect. But there is not much danger from this direction. The real danger is from paper money.

RULES FOR DETECTING COUNTERFEIT MONEY.

1. Counterfeiters rarely, if ever, get the imprint or engraver's name perfect. The shading in the background of the vignette and over and around the letters forming the name of the bank on a good bill is even and perfect; on a counterfeit it is uneven and imperfect.

2. Examine the vignette or picture at the top of the note closely. If the note be genuine, the faces have a life-like expression, the eyes are well defined, showing the pupil and the white distinctly, the drapery or dress fits well, looks easy and natural, and shows the folds very plainly—in short, the entire figure harmonizes. The sky is clear, or transparent, soft or even, not scratchy, and all the different objects have a finished appearance. In the genuine note, all the small figures in the background are perfectly executed.

3. Examine the lettering. In a genuine bill it is absolutely perfect. There has never been a counterfeit put out but was more or less defective in the lettering.

4. Examine the medallion rulings and the circular ornaments around the figure carefully, and see if they are uniform, regular and smooth. If there are two medallions on a note, designed to be alike, they are exactly alike, as they are from the same original die. This work is done by a geometrical lathe, a machine of great cost, which produces fine, ornamental circles of such exquisite uniformity and perfection that it is almost impossible for a counterfeiter to produce a good imitation.

5. Examine the signature of the president and the cashier. In some they are lithographed fac-similies, inked over with a pen, giving them the appearance of being stamped. The stroke has a dead color and rough edge, and the pen does not always follow the hair-stroke exactly. The genuine signatures, being written with a pen, look more or less glossy, and the stroke has a smooth edge.

6. There are two silk lines through the bill lengthwise, one near the top and one near the bottom. By holding it up to the light you can easily see the threads in each bill. This is one of the best tests of a genuine bill, because no counterfeiter can put in the silk threads and imitate the genuine bill in that respect.

7. Bank notes that have been altered by what is called the "pasting process" can be detected by holding them to the light. The parts pasted on will then be easily discovered. If any alteration has been made by substituting letters or figures for others that have been erased, the denomination in the center of the note, if carefully examined, letter by letter, will be found to be blurred and improperly formed, and the parallel lines irregular and imperfect.

8. The paper of a counterfeit is always of an inferior quality, while the government has the best and most perfect system of manufacturing the highest grade of paper.

9. The texture of the paper between the letters is frequently destroyed. This defect can be discovered by comparing the paper between the letters with that immediately above and below them. Sometimes the ink of the altered part is different from the rest of the note.

10. The ink used in genuine notes is very difficult to imitate. It gives a clear, glossy impression, while counterfeiter's ink looks dull, smutty and muddy.

These rules are especially approved by New York bankers.

One should be careful not to be imposed upon by a stranger seeking the accommodation of having one large bill exchanged for several small ones.

One should acquire the habit of looking sharply at a bill before taking it, especially of a stranger, and, more especially, at a place of amusement, or where there is a special tendency to haste and liability to imposition.

CHAPTER XIII.

Property, Real and Personal.

All property is divided into real estate and personal property.

1. *Real Estate* means land and everything growing or built upon it, such as trees, houses and all kinds of buildings.

2. *Personal Property* is everything else. Thus all capital stock of railroad companies and other companies is personal property, even though the property of corporations consists only of land.

A note, draft or claim upon a debtor is personal property. Real estate may change to personal property. Thus, trees growing and coal in mine are real, but when trees are cut down and coal is mined, they become personal. Real seems to imply the immovable character of property.

KINDS OF OWNERSHIP.

1. *Full Ownership.* The greater part of real estate in this country is owned in full absolute ownership; in legal terms, it is owned in fee simple.

One may do what he pleases with property he owns in full. He can sell it, give it away or destroy it. As long as he injures no one else by doing so, no one has a right to interfere.

2. *Life Ownership.* Property may be given to a person to hold, and to use as long as he lives. He may

use it as he sees fit; occupy and use it himself or rent it. But he cannot (1) sell or mortgage it; (2) he cannot transfer it to another by will; (3) he must not decrease its value by cutting down trees or taking down buildings. He can, however, transfer or assign his life ownership to another.

3. *How Obtained.* A life ownership may be given by the real owner to one whom he wishes to provide as long as the party may live, as a profligate son or invalid child.

A widow is by law entitled to a life interest in one-third of all the lands her husband has owned since their marriage. That is called her dower. In many states a widower is entitled to a life interest in all the lands which his wife has owned since their marriage, provided a child has been born to them.

4. *Joint Ownership.* Here each person has a present and equal right to possession. All can use it or sell it together, each can dispose of his share as he pleases. If in a division they cannot agree, one can bring suit and the court will divide it.

5. *To Hold in Trust.* Sometimes property is placed in trust of a third party for the use of children under age: Such a person is called a Trustee, and if entrusted with the duty of managing the property and applying the profits to the use of those to be benefited.

The rights of such trustee are usually defined by a will. The powers of the trustee over the property are governed by the deed or will creating the trust.

The trustee can do nothing with the estate to benefit himself. The beneficiary has no power over the property, in some cases he cannot even transfer his rights to receive the income to another.

SALE OF PROPERTY.

A Sale is an Agreement to Exchange Property for Money. It is a change of ownership for money.

Possession is not ownership. A person may possess what he does not own, or own what he does not possess. An agreement to sell at some future time is not a sale.

A Sale is Complete as soon as the agreement is made and the ownership changes immediately, whether the goods are delivered or not. Parties may agree upon the terms of a sale that the ownership is not change to until payment is made or the goods are delivered.

Destruction by Fire. If property is destroyed by fire the owner at that item must bear the loss no matter who possesses them. If it was a sale the buyer must pay for them. If it was only an agreement of a future sale he need not pay because the seller cannot carry out his part of the agreement.

REQUISITES OF A SALE.

Five things are necessary to every sale.

1. That the agreement should be binding.
2. That the property exist.
3. That it is owned by the seller.
4. That the agreement must refer to some particular property.
5. That the consideration should be money.

An agreement to sell requires only the first and last; a sale all of the five.

1. *Every Sale is a Contract.* The buyer agrees to pay a certain sum for the goods, the seller agrees to furnish the goods for the specified sum, the consideration is the agreement by the buyer to pay for what he buys. Fraud in any part of the acontract releases the defrauded party from his obligations.

2. *Property Must Exist.* If A sells a horse to B, and unknown to either the horse had died before the sale, the whole contract would be void. If B had paid the price it must be returned to him. If an article not yet manufactured is paid for in advance and is destroyed before finished the manufacturer must sustain the loss and furnish another article or restore the money to the purchaser.

3. *Sale Without Ownership is No Sale.* No one can claim a thing simply because he has bought it unless he has purchased it from the owner. The true owner of property can claim it at any time and in whosever hands he finds it.

If I, without my knowledge, buy stolen property, even if it has been delivered into my possession, the original owner can claim it. It makes no difference through how many hands the property may have passed.

This rule does not apply to money or negotiable papers, payable to bearer, such as notes, checks, etc. Possession in this case is sufficient evidence of ownership. Money and such papers pass daily from one party to another,

ownership cannot be first considered. This is especially true of money.

If, however, a thief should give stolen money to a friend, the latter could not keep it. If securities over due were offered, say at half their value, the banker would have reason to suspect that they had been stolen; the true owner could take them without indentifying the purchaser.

4. *Particular Property.* A sale must refer to particular property. If I order particular goods, say cloth or wares, they do not become mine until they have been selected. If no particular property is referred to it is merely an agreement to sell, and not a sale.

5. *Price.* An agreement to pay money is a necessary element of sale. The price need not always be fixed. I can order goods without stipulating a price, the payment of a reasonable price is implied. When no time of payment is mentioned the same is due immediately.

Sale of Debts. A claim upon a debtor may be sold just the same as other property, but notice of such a sale must be given to the debtor.

Defects. Should there be any defects in the property or animals which can be seen, that does not relieve the buyer from meeting obligations, though he claims not to have seen the defects.

CHAPTER XIV.

Transportation.

The business of the transportation of goods and the laws which regulate the same are of great importance and should be thoroughly understood by everyone. Those who transport goods for others are called Carriers, and since all the business is done under contract such contracts are very numerous.

Common Carriers. A common carrier is one whose business is to transport from place to place the goods of anyone who may employ him.

The most common ones are the railroad, steamboat, steamship and express companies. Truckmen and others who offer their services to the public generally are also common carriers.

Two elements are necessary to constitute one a common carrier: (1) his following it as a business, and (2) his offering his services to the public generally. Those who work only for a particular person are not common but private carriers.

Obligation to Take. A common carrier is obliged by law to take any goods that are offered to him for transportation to any point on his route, provided his usual compensation is offered him in advance.

In case the carrier's cars are full he may refuse to take more; he may also refuse to carry freight of a dangerous character, such as explosives.

Compensation. Carriers may establish such rates or make such contracts as they choose. Large corporations usually have established schedules of rates. They can change these from time to time, but they must accept the goods of all persons at those rates. They cannot demand more from one person than from another, but must treat all alike. Often the State provides a maximum rate which they are not allowed to exceed.

Payment. Common carriers may demand their pay in advance, yet they often transport the goods and collect the freight from the person receiving the same.

In case the person to whom the goods are sent refuses to pay the charges the carrier must collect from the sender, for it was with him the contract was made and he alone can be sued. The other party made no contract with the carrier, hence cannot be sued. But if the sender is acting as the agent of the person to whom they are to be sent the company may sue the latter, for in that case the contract was made with him.

Carrier's Lien. Common Carriers have another way to obtain their pay. Common carriers may keep the goods they have transported until their charges are paid.

Thus, there are three ways in which a carrier may enforce payment of his freight, viz.:

1. He may refuse to take the goods unless payment is made in advance.
2. He may transport them and then keep them until paid.
3. He may transport and deliver them and then sue the person with whom he made his contract.

LIABILITIY OF RAILROAD AND EXPRESS COMPANIES.

Loss or Injury. Common carriers are responsible for any loss or injury occurring to goods which they are transporting. Any damages that have occurred to the goods while in possession of the carrier must be made good. He has complete control over the goods as if

they were his own, and if while in his possession they suffer injury it is his loss.

The carrier is not liable for the "act of God," such as cyclones, floods, lightning, a public enemy as in war, or (in shipping) for perils of the sea. But fire, unless caused by lightning, does not come under this head. Robbery or theft does not relieve them from liability.

Any damages that have occurred to the goods while in possession of the carrier must be made good if it occurred through the carelessness of any of the employes.

Perishable Goods. Carriers are not responsible for loss to fruits that decay in their possession, or goods shipped in defective boxes or carelessly packed, such as glassware, crockery or other articles that are easily broken.

If a package is of great value, such as money, the common carrier must be informed of it.

Collecting Damages. In case of damage to goods the railroad or express company should be duly notified and the amount of damages stated or sworn to before a proper officer and with sufficient evidence, if required.

A common carrier must pay the market value at the point of destination of all property lost or destroyed by his fault while in his care for transportation.

Receipt. In shipping goods by freight or express a receipt should always be taken and carefully preserved.

COMMON CARRIERS OF PERSONS.

A common carrier of persons is one who holds himself out to carry for hire from place to place all such persons as choose to employ him. Railroads, steamboats, street car, omnibus and stage line companies are the most common.

His Duty. He must carry all persons who may present themselves for carriage provided they are in a proper condition and offer their fare. He is bound to provide suitable and proper means of conveying, with suitable attention.

His Liability. He is bound to use the highest degree of care and diligence in the conduct of his business and is responsible for negligence of any kind. He is bound to protect the passengers against insult or injury from his servants and employees. He must give passengers reasonable time to get off and on the carriage and suitable means of doing so.

The responsibility begins as soon as the passenger steps into the carriage or even upon the grounds and premises, such as railroad depots, with their platforms and walks, or landing places of steamboats owned by the carrier.

Negligence and carelessness on the part of passengers which result in their injury or death excuses the common carrier from liabilities.

BAGGAGE.

Baggage.—Carriers of passengers are responsible for their baggage. Wearing apparel, personal ornaments and a reasonable amount of money for expenses are properly baggage.

Delay in Forwarding Baggage. Carriers are liable for damage incurred by passengers for unnecessary delay in forwarding their baggage. The measure of the damage is the value of the use of the property to the owner during the delay of delivering it. This value, however, may be difficult to prove by evidence.

HOW TO COLLECT DEBTS.

Pay as you go, or a strictly cash business, is the best and safest method of doing business. But certain conditions or customs in trade make this sometimes impractical or impossible, and credit must be given. Under this method dishonest, careless or unfortunate people contract debts, then refuse, neglect or are unable to pay them and collections, peaceable or forced, become a necessity.

The requisite steps to collect such debts are a matter of great importance and should be understood by everybody, but they are not and much unpleasantness and heavy losses are often the result.

But if the defects cannot be seen and the seller recommends the property as good or sound the buyer is relieved from filling his part of the contract.

Time of Possession. When no time of payment is mentioned the law presumes that the property must be paid for before the purchaser can secure possession. When credit is given the buyer is entitled to immediate possession.

In connection with sales of considerable value it is always well to advance a small amount to bind the seller to the bargain.

CHAPTER XV.

Rights and Obligations of Parents and Children.

In ancient domestic life the father ruled as an absolute monarch over the family. So it is still in oriental countries. Christian civilization has greatly modified this and laws have been enacted that set forth the relation of parent and child, defining the duties and obligations of each.

RIGHTS OF PARENTS.

1. As long as a child is under age he is subject to the control of the parents, who have all reasonable authority to enforce obedience. As long as a child is properly treated by the parents no one has a right to interfere nor to take away and retain a child against their wishes.

2. *Adopting a Child.* When a child is adopted by another family its parents lose their claim upon it and the adopting persons take their place. A child cannot be adopted without the consent of its parents, but if consent is once given it cannot be revoked.

A child over fourteen must himself consent to the adoption. The court has in all cases the right to consent to or refuse the adoption.

Application must therefore be made at the County Court and the judge will consider it and pass upon it.

3. *Punishment.* Parents have a right to punish their minor children providing they are not guilty of cruelty. Brutality is severely punished by law as a crime. The punishment must be reasonable, leaving no bruise or injuring the health of the child.

4. *Claims Upon Earnings.* While the child is a minor parents have a right to all his earnings. They can claim them of his employer. Parents, however, may free the child and allow him to collect and use his own wages.

When this once made public the parents cannot thereafter collect the child's wages.

5. *A Runaway Child.* A child has no right to leave home without permission of the parents; if he does he can be brought back by force. Relations or others who would keep him can be forced by law to give him up unless it can be shown that the father is brutal in his treatment of the child or is not capable because of drunkenness or other causes to properly care for the child.

OBLIGATIONS OF PARENTS.

Obligation to Support. The law requires that parents shall support their minor children. A child having property of his own does not releave the parents from supporting him. They can, however, by applying to the Court, get permission to use a part or all of the income from the child's property for his support. Beyond this the parents have no claim upon or control over the child's property.

CHILDREN'S RIGHTS AND OBLIGATIONS.

1. A child can own property over which the parents have no control, except the use of the income of the same for the support of the child, as stated above.

2. Where it is shown that parents are unable to support themselves the child is under legal obligations to support and care for them, at least do what he can toward such support.

3. If a child commits a premeditated crime he is personally liable; parents cannot be held responsible for crimes committed by their minor children.

4. *Guardian.* A guardian may be appointed over an orphan child, or the child may choose his own guardian, who in a legal sense exercises all the authority of a parent.

CHAPTER XVI.

Parliamentary Rules and Forms of Resolutions,

Trace each motion to its respective references and you master at a glance the intricacies of parliamentary usages, comprising some three hundred points of order.

Forms in which questions may be put, 8. 9. 10. 11. 12. 13. 14.
Motions to withdraw a motion ..... a. e. g. i. m. n. p.
Questions of precedence of questions . . . 1. 2. 3. 4. 5. 6. 7.
To take up a question out of its proper order, a.e.g.i.l.n.p.
Motion to take from the table ..... a.e.g.k.l.n.p.
Motion to suspend the rules ..... c.e.h.j.m.n.p.
To substitute in the nature of an amendment, c.e.h.i.m.n.p.
Motion to make a subject a special order .... c.e.h.i.l.n.p
Question whether subject shall be discussed .. a.e.g.i.l.o.q.
Motion that committee do not rise ..... a.e.g.j.m.n.p.
Motion to refer a question ..... c.f.h.j.m.n.p.
Motion to reconsider an undebatable question, a.e.g.j.m.n.r.
Motion to reconsider a debatable question .. c.f.g.j.m.n.p.
Reading papers ..... a.e.g.i.m.n.p.
Questions of privilege ..... c.e.h.i.m.n.p.
Questions touching priority of business .... a.e.h.i.m.n.p.
Motion for previous question ..... a.e.g.i.l.n.p.
Motion to postpone indefinitely ..... c.f.g.i.m.n.p.
Motion to postpone to a definite time ..... d.e.h.i.m.n.p.
Motion for the arders of the day ..... a.e.g.i.m.o.q.
Objection to consideration of question ..... a.e.g.i.l.o.q.
Motion to limit debate on question ..... a.e.h.i.l.n.p.
Motion to lay on the table ..... a.e.g.k.m.n.p.
Leave to continue speaking after indecorum, a.e.g.i.n.m.n.p.
Motion to extend limits of debate on question, a.e.h.i.m.n.p.
Motion to commit ..... a.f.h.i.m.n.p.
Motion to close debate on question ..... a.e.h.i.l.n.p.
Call to order ..... a.e.g.i.m.o.q.
Motion to appeal from Speaker's decision generally ..... c.e.g.i.m.n.q
Motion to appeal from Speaker's decision re-indecorum ..... a.e.h.i.m.n.q.
Motion to amend the rules ..... c.e.h.i.l.n.p.
Motion to amend an amendment ..... c.e.g.i.m.n.p.

Motion to amend . . . . . c.e.h.i.m.n.p.
Motion to determine time to which to adjourn . . . . . b.e.h.i.m.n.p.
Motion to adjourn . . . . . a.e.g.j.m.n.p.

a.—Question undebatable; sometimes remarks tacitly allowed.
b.—Undebatable if another question is before the assembly.
c.—Debatable question.
d.—Limited debate only on propriety of postponement.
e.—Does not allow reference to main question.
f.—Opens the main question to debate.
g.—Cannot be amended.
h.—May be amended.
i.—Can be reconsidered.
j.—Cannot be reconsidered.
k.—An affirmative vote on this question cannot be reconsidered.
l.—Requires two-third vote, unless special rules have been enacted.
m.—Simple majority suffices to determine the question.
n.—Motion must be seconded.
o.—Does not require to be seconded.
p.—Not in order when another has the floor.
q.—Always in order though another may have the floor.
r.—May be moved and entered on the record when another has the floor, but the business then before the assembly may not be put aside. The motion must be made by one who voted with the prevailing side, and on the same day the original vote was taken.

1.—Fixing the time to which an adjournment may be made; ranks first.
2.—To adjourn without limitation; second.
3.—Motion for the Orders of the Day; third.
4.—Motion to lay on the table; fourth.
5.—Motion for the previous question; fifth.
6.—Motion to postpone definitely; sixth.
7.—Motion to commit; seventh.
8.—Motion to amend; eighth.
9.—Motion to postpone indefinitely; ninth.
10.—On motion to strike out words, "Shall the words stand part of the motion?" unless a majority sustains the words they are struck out.
11.—On motion for previous question the form to be observed is; "Shall the main question be now put?" This, if carried, ends debate.

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12.—On an appeal from the chair's decision, "Shall the decision be sustained as the ruling of the house?" The Chair is generally sustained.

13.—On motion for Orders of the Day, "Will the house now proceed to the Orders of the Day?" This, if carried, supersedes intervening motions.

14.—When an objection is raised to considering question, "Shall the question be considered?" Objection may be made by any member before debate has commenced, but not subsequently. Many occasions arise in social life, such as the death of a member of some society, the retiring of an officer, or some other occurrence calling forth rejoicings or regrets, where expressions of sympathy, of gratitude or of congratulation are called for. Such expressions are usually clothed in the form of resolutions similar to the following:

RESOLUTIONS OF CONDOLENCE.

ON THE DEATH OF A PUBLIC OFFICER.

Whereas, It has pleased Almighty God in His Infinite wisdom to remove from our midst our honored and worthy fellow-member, John Jones, and

Whereas, The pleasant and intimate relations which for ten years he has held with this Board as a fellow Director make it eminently fitting that we should place upon record our feelings of appreciation of his services and regret for his loss, therefore be it

Resolved, That this Board of Directors will ever hold in grateful remembrance the sterling business qualities, the patience, integrity and clear-sightedness displayed for many years by our late fellow-member, John Jones, in the work of this board.

Resolved, That the sudden removal by the death of our esteemed fellow-citizen from the position which he held as a public officer creates a vacancy not easily filled, and that his fellow-members fully realize and deeply deplore the loss occasioned to themselves and to the public at large.

Resolved, That we hereby extend our deepest sympathy to the bereaved relatives and friends of the deceased, hoping that even in the sadness of their affliction they may yet find some consolation in knowing that the worth of his private qualities and the value of his public services are properly appreciated.

Resolved, That a copy of these resolutions be properly

engrossed and sent to the family of our deceased fellow-member, and that the resolutions be also published in each of the daily papers of this city.

DEATH OF A SOCIETY MEMBER.

At a special meeting of the Philologian Literary Society, held at Newbury Hall on the evening of Tuesday, September 10th, the following preamble and resolutions were unanimously adopted:

Whereas, It has seemed good to the ruler of the Universe to remove from among us our talented and beloved friend and fellow-member, James Wilson; therefore, in view of the loss we have sustained, and the still greater loss occasioned to his respected relatives, be it

Resolved, That the members of this society hereby desire to express their sense of bereavement and grief at the loss of one of their earliest, most faithful and most gifted members, and to record the enjoyment and profit which they have long had in the genial, social and brilliant intellectual qualities of the deceased.

Resolved, That we sincerely sympathize with the relatives and near friends of our late beloved associate, and that we respectfully commend them for consolation to Divine Providence, who though sometimes inscrutable in His dispensation, yet doeth all things well, feeling sure that to them, as to us, there is comfort in the knowledge that the deceased was not only honorable and manly in all respects, but was also a devoted and consistent Christian.

Resolved, That in token of our sorrow at the death of our friend, the members of this society wear a badge of crape upon the left arm for thirty days.

Resolved, That the secretary of this meeting is instructed to send a copy of these resolutions to the parents of the deceased as a testimony of our grief and svmpathy.

RETIREMENT OF AN OFFICER.

At a meeting of the Aldermen and Councilmen of Chicago, in Common Council assembled, the following resolutions were adopted without a dissenting vote:

Whereas, Our esteemed fellow citizen, William Martin, has handed to us his written resignation of the office of City Collector, assigning as reasons therefor his increasing and bodily infirmity and,

Whereas, The said William Martin has filled the office from which he now retires for thirty years, to the great

satisfaction of all citizens of whatever political party; and during this time our taxes have been lighter and our improvements, at the same time, more extensive than those of our neighboring cities, therefore be it

Resolved, That in unwillingly accepting the resignation of Collector Martin the Mayor and Common Council of this city desire to express to him, in the heartiest and most sincere manner, the thanks both of themselves and of the public for his prolonged valuable labors in behalf of the public interest, and hope that in his retirement from office he will enjoy the happiness of a peaceful and serene old age.

Resolved, That a copy of these resolutions be handsomely embossed at an expense of not more than fifty ($50) dollars, and presented to the retiring treasurer as a mark of our esteem.

(Signed by the Mayor, Aldermen and Councilmen.)

CHAPTER XVII.

Dictionary of Business Terms.

Abatement. A discount made for damage, overcharge, or payment for a debt before it is due.

Accept. To acknowledge by signature, or agree to perform, according to the expressed terms.

Acceptance. A formal agreement by signature to pay a draft or bill according to its terms.

Accommodation. The loan of money or of a name, without any other consideration than favor.

Accommodation Paper. Notes or bills drawn to be discounted, and not founded on actual sale of goods or *bona-fide* indebtedness.

Account. A systematic record of debits and credits, under the name of a person, species of property or cause.

Account Book. A book containing accounts.

Account Sales. A detailed statement rendered by a commission merchant to his principal, showing the sales of certain goods, the expense attending the same, and the difference or net proceeds.

Account Current. A detailed statement of the transactions between parties for a certain period, showing what is the condition of affairs at the present time.

Accrue. To increase, to accumulate, as profits.

Acknowledge. To admit; as by letter to admit the receipt of money or goods; or by signature to certify to the genuineness of a deed or mortgage.

Acknowledgment. A receipt or admission.

Actuary. One skilled in annuities and insurance.

Acquittance. A release from debt or obligation; a written discharge or receipt in full.

Adjust. To put in order for settlement.

Ad Valorem. According to the value. Ad valorem duties are an impost of a certain percentage on the cost or value of the article imported. Specific duties are levied upon the quantity, measurement, or weight; as so many cents or dollars per gallon, yard or pound, as the case may be.

Advance. Money paid before goods are delivered; increase of value in merchandise; moneys or acceptance from the commission merchant to the consignor before the goods are disposed of.

Adventure. An enterprise or hazard; goods shipped to be sold on account and risk of the shippers.

Adventure in Co. Goods sent to be sold on joint account of the shipper and the consignee.

Advise. Information communicated by letter; usually the announcement of goods shipped, or bills sent for acceptance.

Agent. One commissioned to do business for another.

Agreement. The meeting of minds; a contract.

Allow. To concede or discount an amount to be paid, as an abatement.

Allowance. A deduction from the gross weight of goods.

Amount. The sum total; the aggregate. Gross amount is the total without deduction; net amount, the total less deduction.

Answer. To be responsible for; to discharge a debt or obligation; to reply for a letter of query.

Application. Making a request; the formal preliminary process for obtaining insurance.

Apply. To appropriate in a particular way; as, applying proceeds in the payment of a specified debt.

Appraise. To set a price upon; to value.

Appraisement. Valuation of merchandise or other property.

Appraiser. One who sets a value upon goods; a government official whose duty it is to examine and report the dutiable values of imported merchandise.

Appreciate. To raise the value of.

Apprize. Same as appraise.

Appropriation. A sum set apart for a certain object.

Arbitration. A method of settling differences in business matters by referring the affair in dispute to two or more disinterested parties.

Article. A clause in a contract; a distinct part of an agreement in writing; a particular commodity; as an article of merchandise.

Articles of Copartnership. The text of a copartnership contract.

Assets. Resources; the property or effects of an individual company, or corporation; used in contradistinction to liabilities.

Assignat. The name of the French paper issued by the government after the revolution; nominally 100 francs.

Assignee. A person to whom the affairs of an insolvent debtor are referred for settlement. An assignee is, in effect, a trustee for the creditors, his duty being to make the most out of the property for their benefit.

Assignment. The act or instrument by which the property and effects of an insolvent or embarrassed merchant are placed in the hands of an assignee.

Assignor. One who assigns or makes over his property and effects for the benefit of his creditors.

Association. A joint stock company.

Assume. To undertake or promise to perform any specified service..

Assurance. A species of insurance; as contracts under which a certain sum is to be paid on the death of an individual, or upon a contingency which is certain to occur.

Attachment. A legal process by which property in the hands of a party not the debtor may be levied upon for the payment of a debt.

Attorney. An agent, the authority under which an attorney acts is usually in writing, and under seal, called a "power of attorney."

Audit. To examine and verify accounts.

Auditor. One who examines accounts; an officer of the government through whose hands all claims upon the treasury must pass.

Average. A fair sample; the adjustment of the proportion of loss sustained by insurers; the mean time for the payment of the whole of several sums due at different times.

Balance. Scales for weighing; amount remaining due on settelment; the difference between the debit and the credit sides of an account.

Balance of Trade. The difference between the value of the exports and imports of a country.

Balance of Account. An account used to contain the balances of resources and liabilities, comprising an epitomized statement of the condition of a business.

Balance Sheet. A statement in condensed form showing the condition and progress of business.

Bona Fide. In good faith; honestly.

Bankable. Funds which are received at the bank at par value.

Bank Balance.—Amount on deposit at bank subject to draft.

Bank Book. The book of a depositor in which each deposit is entered by the receiving teller, and which serves at the dealer's voucher.

Banker. A dealer in money; one who is intrusted with the funds of another.

Bank Hours. The time within which business is transacted at a bank, in most cities the hours between 10 A. M. and 3 P. M.

Bank Notes. The promissory notes of a bank which are payable on presentation at its counter, and on that account called money.

Bankrupt. A person who is unable to pay his debts, or who is broken up in his business; the term usually applies to merchants or business men.

Banks. Corporate institutions chartered by State or Federal authority for the convenient transaction of monetary operations. They are authorized to receive money on deposit to issue their own promissory notes, which pass as money; to discount paper, or lend money on security, etc. Their special privileges in these directions are granted upon the ground of the benefits which they confer, and in consideration of certain guaranties upon their part which render them safe and reliable.

Bank Stock. The paid up capital of a bank, usually divided into shares of a certain amount, for which certificates are given, and which may be transferred by assingment.

Bargain. A contract or verbal agreement; used oftentimes in the sense of an advantageous purchase.

Barter. To traffic or trade, by exchanging one commodity for another.

Bazaar. A word of eastern usage, signifying a place of exchange or general market place; a repository of fancy articles, especially of dress.

Bearer. The person bearing, holding or presenting for payment a note, draft or check. Bills payable to bearer are negotiable without endorsement.

Bill. An account rendered in items; a general term for negotiable paper, as Bills Payable, Bills Receivable, Bills of Exchange.

Bill Book. A book containing the particulars of all notes and drafts issued and received.

Bill Head. A printed form used by merchants for their bills and statements of account.

Bill of Exchange. A general designation given to drafts, either foreign or domestic. A foreign bill of exchange is usually drawn in sets of three, and sent by different steamers or other modes of conveyance, so that at least one will be sure to meet its destination. The payment of any one of these cancels them all.

Bill of Lading. A written document signed by the proper officer of a vessel acknowledging the receipt of certain packages or quantities of goods, and promising to deliver the same "in like good order," at the place directed, dangers of the sea excepted.

Bill Parcels. A detailed account of goods sold.

Bill of Sale. An instrument given by the seller to the buyer, conveying his right and interest to and in the goods therein specified.

Bills Payable. Our notes and draft payable to other parties.

Bills Receivable. Other people's notes or drafts in our possession made payable to us.

Bond. A written instrument under seal, binding the party who executes it to perform certain expressed acts, usually to pay a certain sum of money at a certain time. The penalties for non-performance in a bond are usually placed at double the sum mentioned, for the purpose of covering cost of collecting, interest, etc.

Bondsman. One who is bound, or gives security for the faithful performance of any contract.

Book Debt. An entry or charge on a Ledger; called also an open account, in contradistinction to a written promise or note.

Brand. Technically, a mark made with a hot iron upon a cask or case; in common usage, a trade mark either written, engraved or printed, consisting of a simple device, picture, combination or name.

Breadstuffs. An American term applied to grain, flour, meal, etc.

Broker. An agent or middleman between buyer and seller; one who purchases or sells goods for others; a dealer in stocks.

Bull. A stock-exchange term applied to a person who, believing that a certain stock will rise in the market, makes his contracts upon that faith; contradistinctive of Bear, which signifies one who believes that a certain stock will decline in the market, and acts upon that belief. The contest between the Bulls and Bears, which creates such activity in the stock exchange, in an effort on either hand

to realize the hopes upon which these transactions are based.

Bullion. A commercial name for uncoined gold or silver.

Bushel. A cylindrical vessel 18½ inches in diameter and 8 inches deep inside. Its capacity is 2150 42-100 cubic inches.

Call. Demand for payment of an installment due.

Cancel. To erase; to annul.

Capital. Money or other property invested in business.

Capital Stock. Money or other property invested in an incorporated company.

Choses in Possession. Personal things of which one has possession.

Choses in Action. Personal things of which the owner has not the possession, but merely a right of action for their possession.

Collateral. That which is by the side, and not the direct line. That which is additional to, or beyond a thing.

Common Law. That system of law, or form of the science of juris-prudence, which has prevailed for ages in England and in the United States, in contradistinction to other great systems, such as the Roman or Civil Law. It is the unwritten law, as distinguished from the written or statute law. See Statute Law.

Contingency. That which may possibly come to pass; an event which may occur; a possibility; a casualty.

Contingent. Possible, or liable, but not certain to occur.

Capital Stock. A paid-in fund of a corporation or the amount of value which a man employs in his business.

Cash Account. A record of receipts and disbursements of cash in the form of an account.

Centage. A rate by the hundred.

Certificate. A written testimony, a voucher; as a certificate of stock, or certificate of deposit.

Certified Check. A check which has been certified by the bank upon which it is drawn, making the bank absolutely responsible for its payment.

Charges. Expenses incurred in purchasing, packing and shipping goods.

Check. An order on a bank for money drawn by one who has cash on deposit.

Check Book. A book of printed or engraved blank orders for checks.

Circulating Medium. Cash and Bank notes payable on demand; the medium of exchange.

Clearance. A document from a custom-house officer permitting a ship to depart on her voyage

Clearing House. A kind of banking exchange for the convenience of daily settlements between banks.

Clerical Error. An error in calculation or other accidental error on books or documents.

Coin. Pieces of metal stamped with certain impressions fixing their value as a medium of exchange.

Coinage. Assaying and converting metals into pieces of money or coins.

Commercial Paper. Bills of exchange, drafts or promissory notes given in the course of business.

Commission. A charge given or undertaken, percentage allowed an business done.

Commission Agent. One who buys or sells on commission.

Common Carrier. One who for a pecuniary consideration engages to transport the goods or merchandise of any who may choose to employ him, from one place to another. Common Carriers are restricted and privileged by law both for their own and the public benefit.

Confidential Creditor. A creditor who from the peculiar character of his claims is perferred over the ordinary creditor in the fullness of payment.

Consignee. The person to whom goods are sent or consigned.

Consignment. Goods consigned to a correspondent or agent to be sold on account of the sender.

Consigner. The party who consigns or transmits goods.

Consumption. A using up; the quantity consumed.

Contraband. Trade carried on contrary to the laws of a country.

Contraband Goods. Articles prohibited by the laws to be imported or exported on certain conditions.

Copartnership. An agreement between two or more persons for joining in a business enterprise, each having a proportionate interest therein.

Corner. A term used to express a monopolizing arrangement entered into between dealers for the purpose of creating a fictitious value in any kind of produce, stocks or other commodity.

Corporation. Name applied to persons, usually several, authorized by law to transact business as an association or individual, under some name, as the Jackson Manufacturing Company.

Correspondent. One who carries on intercourse with another by letter.

Cost. That which has been expended in obtaining or producing an article.

Counterfeit. A spurious imitation or forgery.

Countermand. A contrary order.

Coupon. An interest certificate which is cut off when payment is made.

Credit. The opposite of debit; what is due to another; the time given for payment for goods sold; reputation, pecuniary integrity.

Creditor. One to whom something is owing.

Credit System. The system of selling goods on time.

Currency. That which passes for money; usually applied for paper money.

Current. Passing freely from hand to hand as currency; now running.

Custom. The patronage or support of and establishment; the revenue duties levied on imported goods.

Customers. Those who are in the habit of purchasing from one concern, and who can be relied upon to do so.

Custom or Usage. That which has existed in practise among merchants or business men so long and uniformly as to be generally accepted in the place of written law. Common law is the embodiment of mercantile usage.

Customs. Taxes or revenue duties levied on goods exported or imported.

Dormant. Silent, not known, not acting.

Duress. Personal restraint, or fear of personal injury or imprisonment.

Damages. Claims against underwriters for amount of loss or injury, also against merchants on account of failure in whole or in part in fulfilling agreements, and from various other causes growing out of business.

Date. Statement in a letter or upon a bill of lading or on books of account of the day of the month and year upon which the letter was written, or the transaction effected.

Day Book. The book upon which the consecutive transactions of a business are recorded; the book of original entry.

Days of Grace. The time usually allowed beyond the expressed time for the payment of negotiable paper. In nearly all States three days of grace are allowed on all written obligations unless otherwise expressly stated.

Deal. To trade or traffic; to buy or sell.

Dealings. Transactions between two or more persons.

Dealer. A trader in goods of any kind. The regular customers or depositors of a bank are called dealers.

Debenture. A certificate given by the collector of the port of entry to an importer for drawback of duties on imported merchandise; duties on which when the merchandise is exported are to be refunded.

Debit. A term used in bookkeeping to express the left hand page of a ledger.

Debt. That which one person owes another.

Debtor. One who owes.

Decimal. Any number expressed in the scale of tens.

Decimal Currency. A currency based upon the decimal system, such as that of the United States.

Declined. Fallen in value.

Defaulter. One who is criminally deficient in his accounts.

Deficit. A deficiency; the difference between an accountant's statement of assets and the assets themselves.

Delivery. Transferring the possession of goods from one person to another.

Demand. A claim made for a debt due.

Deposit. Money paid on account of a purchase; money placed in a bank; gross amount to the credit of a dealer.

Discount. An allowance for prompt payment on a bill or debt not due; a sum paid by way of interest for the advance of money.

Discount Days. The days in the week in which the directors or the discount board of a bank meet to consider paper offered for discount.

Dividend. A division of share. proportional payment made to creditors out of the estate of bankrupt; division of the profits received by stockholders from the earnings of a joint stock company.

Double Entry. The system of entry which secures the entire record of a transaction; so-called because for every transaction there are at least two entries, one on the debit and one on the credit.

Draft. A deduction allowed from the gross weight of goods; the number of feet which a ship sinks in the water; an island or domestic bill of exchange, which is a written order or request by one person upon another for the payment of a specified sum of money at a specified time.

Draw. To make a draft.

Drawback. The paying back of duties by the government on the exportation of imported goods.

Drawee. The person on whom the draft or bill is drawn.

Drawer. The party who makes the draft, or who requests that the payment be made.

Due Bill. A written acknowledgment of debt; not transferable by mere endorsement.

Duties. A tax levied by the government on imported goods; money paid to the government on imports and exports.

Element. One of the simplest parts or principles of which anything consists; one of the fundamental or essential ingredients.

Estate. The degree, quantity, nature and extent of interest which a person has in real property.

Estooped. A preclusion of a person, arising from previous conduct, from asserting a fact inconsistent therewith. A man is estooped from contradicting what he has once avowed. A conclusive admission, which cannot be denied or controverted.

Executed. As applied to contracts, signifies already done, or accomplished, or performed.

Executor. One who is appointed by a testator, or by the court, to carry into effect the provisions of a will.

Executory. Yet to be performed.

Earnest. Money paid to the seller by a purchaser to bind a verbal bargain; delivery of part of the goods sold to bind the contract.

Easy. Not pressed for money.

Effects. Movable property; available funds.

Embezzling. Fraudulently appropriating money or goods entrusted to his charge by a clerk or employee.

Engagement. An obligation or contract entered into.

Entry. The record of any business transaction.

Exchange. The place where merchants of a city meet to transact business; a term used to designate that kind of mercantile transactions by which merchants pay debts to distant creditors without transmitting money.

Exchange Broker. One who negotiates foreign bills of exchange.

Excise. Taxes or duties on articles produced and consumed at home; internal revenue tax.

Exhibit. A transcript of ledger balances; a written statement of the affairs of a merchant.

Export. To send goods to a foreign country.

Export Duty. A duty imposed by some governments on the exportation of certain kinds of merchandise.

Exporter. One who sends goods to a foreign country.

Exports. The articles exported or sent out of the country.

Extension. An agreement on the part of a creditor to allow further time for the payment of a debt; the extending of the various items of a bill to the final dollar and cent column.

Factor. An agent employed to sell goods or merchandise consigned or delivered to him, by or for his principal, for a compensation commonly called factorage or commission.

Face. The exact amount expressed on the face of a bill or other mercantile paper, without addition for interest or reduction for discount.

Failure. Suspension of payment; inability to meet mercantile engagements.

Fixtures. That part of a furnishing of a store or office which is not movable, such as gas-pipes and burners, partitions.

Flat. Dull of sale; a stock exchange term used to express the price of bonds, etc., when the sales are made without reference to accumulated interest.

Footing. The expressed amount of a column or columns of figures; adding up columns of figures.

Forced Sales. Sales of goods made under necessity or compulsion.

Foreign Bill of Exchange. A bill drawn by a person residing in one country or State upon a person residing in another country or State.

Forgery. A fraudulent or counterfeit imitation or deception practiced in making or uttering a false note, bill of exchange or other instrument; altering a note, check or order with fraudulent intent.

Gain. Profit; increase in wealth.

General Order Store. A government bonded warehouse to which, under a "General Order," all foreign merchandise is sent that is not claimed by the owner or consignee within a certain number of hours or days after the arrival of a vessel in port.

Go-Between. Agents for both parties.

Good Will. The interest which attaches to an established business, and which is supposed to inhere in it whoever may be its proprietor. The good will of a business is often as much a matter of purchase and sale as any other commodity. Its value depends upon the probability that force of habit or other cause will induce its former patrons to continue their patronage.

Grace. See Days of Grace.

Gross. Twelve dozen; the great gross is 12 times 12 dozen.

Gross Weight. The total weight of goods and boxes, bags, or chests in which they are packed.

Guarantee. He to whom a guaranty is made; a promise to answer for the payment of some debt, or the performance of some duty, in case of the failure of another person, who

is, in the first instance, liable to such payment or performance.

Guarantor. One who makes or gives a guaranty; one who engages to secure another in any right or possession.

Guaranty. An undertaking to answer for the performance of a contract or the payment of a debt or duty of another in case of the failure of such other to pay or perform.

Handbills. Advertisements printed on small sheets to be distributed by hand or posted in public places.

Hand Money. Money paid by the purchaser at the closing of a contract or sale.

Intestate. Dying without having made a valid will; a person who dies without making a valid will.

In Toto. In the whole, altogether, entirely.

In Transitu. In a state of transition; going from one place to another.

Implements. Tools or instruments of whatever sort which serve the purposes of workmen in their proper occupations.

Impost. A duty or tax levied by government on goods imported.

Improvement. Advance in prices, brisker demand for goods, an alteration for the better in the quality of goods

Income. Total amount of earning and receipts of money from all sources.

Income Taxes. A tax laid upon the income of a person or corporation beyond some prescribed amount which the law exempts.

Indemnification. The act of securing against loss, damage or penalty, reimbursement of loss, damage or penalty.

Indemnity. A guarantee against loss.

Insolvency. Bankruptcy.

Installment. A part of a sum of money paid or to be paid at a particular time.

Instant. A day of the present or current month.

Instructions. Orders given by a principal to his agent in relation to his agency.

Insurable Interest. An interest which one has in ships or goods without having any right of control.

Insurance. A contract whereby, for a stipulated consideration, called a premium, an insurance company indemnifies the party insured against loss or injury to certain property or interests; the rate paid for indemnity.

Interest. A share in the business or its profits; a sum paid for the use of money; literally the use of money.

Interest Account. The account on a ledger which shows the amount paid and received for the use of the money.

Internal Revenue. That part of the revenues of our government which is collected in the form of internal duties.

Inventory. A list of merchandise usually made out at certain periods of the business year, for the purpose of knowing the quantity and value of unsold merchandise, in order to ascertain the condition of the business.

Invoice. A written account or bill of merchandise bought; a bill of items.

Involved. Embarrassed by debts.

Joint Tenants. Two or more persons to whom are granted lands or tenements to be held in fee-simple, fee-tail, for life, for years or at will. The right of survivorship belongs to an estate thus held.

Judgment Note. A note given in the usual form, and containing in addition a power of attorney to the payee, or other person, to appear and confess judgment for the sum therein contained, against the maker.

Joint Stock. A stock or fund formed by the union of several shares from different persons.

Journal. A book of consecutive business record, usually the medium between the Day-book or Blotter and the Ledger.

Junior Partner. The youngest member of a firm; one who acquires an interest in an established business.

Kiting or Kite-Flying. Exchanging checks on different banks for the purpose of obtaining the use of money for a single day.

Lien. A hold or claim which one person has on property of another, as a security for some debt or charge.

Lease. A contract for the occupation of a store or other building. Leases are usually in writing and run one year or more.

Legal Tender. The name given to those notes which the government has declared shall be received in the payment of all ordinary debts.

Letter-Book. The book in which letters are transcribed or copied.

Letters of Advise. A book containing information of a shipment of goods, of a bill of exchange being drawn on the party addressed, or of some act done by the writer of the letter in which the person to whom it is written has an interest.

Letter of Attorney. A writing by which one person authorizes another to act in his stead, commonly called power of attorney.

Letter of Credit. A letter authorizing credit to a certain amount of money to be given to the bearer.

Liability. A debt or other legal claim against a person.

License. Legal permission to do a certain act, such as selling goods, etc.

Loan. That which is lent for a temporary purpose.

Loss and Gain. A term used in general to express fluctuation in value. As applied to an account it means a collection of the particular losses and gains of a business, the result of net loss or net gain being shown by either side.

Maturity. Arrival of the time fixed for payment; termination of the period which a demand has to run; becoming due.

Manifest. List of a ship's cargo.

Mark. A letter, number or device put upon boxes or packages shipped, or upon manufactured goods, to distinguish them from others; a trade mark.

Mart. A place of sale or traffic.

Merchantile Agency. A concern whose business it is to procure information relating to the standing and credit of country merchants for the use of city merchants or others with whom they deal.

Merchantile Paper. Notes or acceptances given by merchants for goods bought or received on consigment. This term is contradistinctive from accommodation paper, elsewhere explained.

Merchandise. A general name for goods bought and sold by merchants.

Merchantable. Salable; without defect; up to a standard in the material and manufacture.

Merchant Marine. A collective term for the ships, vessels and steamers licensed and registered by any government to engage in commerce.

Metallic Currency. Silver and gold coins forming the circulating medium of the country.

Metric System. A system of weights and measures based upon the idea of employing as the unit a uniform standard, the multiples and subdivision of which should follow in decimal progression.

Mint. A place established by the government where money is coined.

Money of Account. The denomination in which accounts are kept, in any country or locality; the standard by which values are measured.

Money Order. An order on a third requesting him to pay the person named a certain sum of money; not negotiable.

Monopoly. The sole power of dealing in any species of goods or of dealing with a country or market, obtained either by engrossing the articles in market by purchase or by a license from government.

Mortgage. The transfer of property to secure the payment of debt.

Negotiable. Applied to a contract, the right of action on which is capable of being transferred by delivery, or indorsement and delivery.

Negotiation. The deliberation which takes place between the parties touching a proposed contract.

Nominal. Existing in name only.

Negotiable Paper. Notes, drafts or other written obligations which are transferable and pass readily from hand to hand.

Negotiate. To propose or consider terms with a view to a bargain or agreement.

Net. The exact amount or weight without the bag, box or covering.

Net Proceeds. The actual return after deducting all charges and expenses.

Net Profits. The clear gain or result after deducting the losses from the gains.

Net Weight. The exact weight of merchandise without case or covering.

Note. A written obligation to pay money or goods.

Overt. Open to view, apparent, not covert or secret; manifest.

Old Accounts. Unsettled bills, or open ledger balances of long standing.

On Sale. Goods held and for sale by a party with other than the owner; merchandise left by the owner another person for sale.

Open Account. A running or unsettled account.

Option. A stock broker's term for the privilege of taking or delivering at a future day a certain number of shares of a given stock at a price agreed upon.

Outstanding Accounts. The book debts and claims which are yet to be collected.

Over. Surplus; cash on hand not accounted for; money not required for the day's payment.

Over-Charge. A charge at a higher rate than that implied or agreed upon, or than the usual rates.

Over-Drawn. To draw for a greater sum than one's credit balance in a bank or with a banker.

Over-Due. A note or obligation remaining unpaid after the time specified for its payment.

Over-Stock. A supply beyond the demand.

Over-Trading. Buying goods beyond the means of payment, or beyond the demand for them.

Owe. To be in debt.

Prima Facie. On the first view of the matter.

Panic. A financial crisis among business men, generally the result of over-trading and speculation.

Paper Currency. A circulating medium, composed of government or bank notes which represent money.

Par. Equality is nominal and actual exchange.

Par of Exchange. The value of a coin or money of account of one country expressed in the standard of another. To ascertain the par of exchange between sterling and United States currencies, get the value of a pound sterling in "greenbacks."

Pass Book. A book in which a trader enters articles bought on credit and then passes or sends it to the creditor for his information. Bank pass book.

Pawnbroker. One who lends money on pledge or the deposit of goods.

Pay. To discharge a debt; to make suitable return for expense or trouble.

Payable. Justly due.

Payee. The one in whose favor a note or bill of exchange.

Payee. The one in whose favor a note or bill of exchange is drawn, or who is to receive the money.

Payment. The discharge of a debt; that which is paid.

Personal Effects. Wearing apparel and other personal property in actual use.

Petty Cash Book. A book containing a record of small receipts and disbursements.

Policy. The writing or instrument in which a contract of insurance is embodied.

Premium. The sum paid for insurance or indemnity; advance above par value.

Price Current. A list of merchandise, with market price.

Price List. A written or printed list of articles for sale with prices attached.

Principal. An employer; the head of a commercial house; the sum on which interest accrues.

Profit and Loss. See loss and gain.

Promissory Note. A written promise to pay to a person named at a specified time a certain sum of money unconditionally.

Pro Rata. A proportional distribution.

Protest. A formal notice to the sureties of a note or draft stating that the same was not paid at maturity;

or to the drawer of a draft stating that the same was not accepted upon presentment.

Provisions. In the price current of England and the United States under this head are included butter, cheese, beef, pork, bacon, shoulders, hams and lard.

Quasi. As if; in a manner; in ssome respects.

Quarantine. Restraint of intercourse to which a ship is subjected, upon the supposition that she may be infected with disease.

Quotations. The published current prices of stocks, bonds, produce, etc.

Real Estate. A term which is applied to land in its most enlarged signification, including everything that legally passes with it in making conveyance of the land.

Receipt. A written acknowledgement of having received money or some other valuable consideration.

Receipt Book. A book in which receipts are taken for the payment of money.

Rent. Amount paid for the privilege of occupying another's premises.

Resources. Any species of property having a money value.

Retail. To sell in small quantities.

Retire. To take up one's note before due; to relinquish business.

Revenue. The annual income of a state or nation from all sources.

Secondarily. A term applied to the liability of an endorser of a note, or the drawer of a bill, signifying that he is only conditionally liable, the maker of the bill or accepter being primarily or first liable.

Speciality. A writing sealed and delivered under some agreement.

Sale. The transfer of property from one person to another for a price paid or to be paid.

Sales. Much used to indicate the extent of business transacted for a given period, or to indicate relatively the general business of a commercial house.

Sample. A small quantity, or piece of any kind of goods used to show the quality of the whole.

Seller's Option. A term mostly confined to the sales of stocks, for a sale which gives to the seller the option of delivering the article sold within a certain time, the buyer paying interest up to delivery.

Selling Out. Disposing of the entire stock, usually to close the business.

Set-off. One demand placed against another.

Short. Deficient in ready money; a term used by brokers when they sell stocks, or other property without owning them, the intention being to buy before the day of delivery at a less price than the present ruling rate.

Shrinkage. A reduction in the bulk of measurement.

Sight. Usually the time of presenting a bill to the drawee.

Sight Draft. A draft drawn payable at sight, or on representation to the drawee.

Signature. The name of a person written by himself.

Simple Interest. Legal interest on the principal only, not interest on the interest.

Sink. To lower in amount or value.

Sinking Concern. A business establishment, or firm continually losing money.

Sinking Fund. A fund set apart from earnings, or other sources of income, for the redemption of debts of government, or of a corporation.

Sleeping Partner. Silent; one who has an interest in the profits without letting his name appear, or taking any part in the business.

Specie. Gold, silver or copper coined by authority and used as a circulating medium of commerce.

Speculate. To purchase with the expectation of a contingent advance in value, and a consequent sale as a profit.

Standard. That which is established by authority or custom, as a rule or measure of quantity.

Sterling. The current standard money of Great Britain.

Stock. Capital in trade; the title of the proprietor of the business.

Stock Account. A ledger account representing the proprietor and showing the net investment.

Stock Exchange. A place where brokers and bankers meet daily to buy and sell goods, bonds, etc.

Stockholder. One who holds shares in the capital stock of a jointstock company.

Stock-In-Trade. The property of a merchant which is actually employed in his business; the goods kept for sale.

Stock Market. The state of demand for stocks.

Stock on Hand. Unsold merchandise.

Stocks. Share in the capital stock of a joint-stock company.

Stoppage in Transitu. The seller of goods on credit resuming possession after their shipment, before they get the actual possession of the buyer.

Stopped Payment. Equivalent to the term failure; as when a merchant fails, or ceases to pay his notes or liabilities.

Storage. Amount paid for the privilege of storing goods in another person's warehouse.

Surety. A person who binds himself to pay a sum of money, or perform some act in case of the failure of another to do so.

Survey. An examination into the condition of a ship or its cargo.

Suspend. To stop payment.

Tacit. That which, although not expressed, is understood from the nature of the thing, or from the provisions of the law; implied.

Testator. The person who has made a valid will.

Tort. A private or civil wrong or injury.

Tare. A deduction made from the weight of goods on any account.

Tariff. A rate of duty fixed by law on imports and exports.

Ten-Forties. One of the first loans of the government during the war, so-called because of the privilege of the government to take it up in ten years, or to let it remain forty years, at its own option.

Terms. The condition of a sale, or agreement.

Trade Discount. An allowance or discount made to a dealer in the small trade.

Trade-Mark. A device, writing, or ticket put upon manufactured goods to distinguish them from others, and protect the manufacturer from fraudulent imitations.

Trade-Price. The price at which goods are sold to those in the same trade.

Trans-Ship. To transfer merchandise from one conveyance to another.

Transportation. Carrying from one place to another.

Treasury Notes. Notes of various denominations issued by the government, and received in payment of all dues, except for duties on imported goods.

Treaty. An agreement between two nations made with a view to extend the commercial intercourse of the contracting parties. The President of the United States has power to make treaties with foreign governments, with the concurrent vote of two-thirds of the Senate.

Underwriter. One who insures a vessel or cargo; so-called because he underwrites his name on the conditions of a policy.

Unmerchantable. Unsalable from any cause.

Unseaworthy. Not fit for a voyage.

Unsound. Merchandise, the value of which is impaired.

Usury. The taking of more than legal interest for the use of money.

Valid. Of binding force; strong; effectual.

Vendee. One who purchases a thing; one to whom a thing is sold.

Vendor. A seller; a vender; the one who sells a thing.

Void. That which has no force, or effect.

Voidable. That which has some force, or effect, but which, in consequence of some inherent quality, may be legally annulled or avoided.

Valuation. The estimated worth of a thing.

Value. To estimate the worth of.

Value Received. A phrase usually, but not necessarily, forming a part of the body of a promissory note, or bill of exchange, to denote that a consideration has been given for it.

Venture. A term used by seamen, and sometimes by owners and captains of vessels, for adventure.

Vouchers. Receipts, memoranda, entries or documents, the production of which establishes a fact.

Waiver. The relinquishment, or refusal to accept of a right.

Warranty. A convenant of security; a promise; or stipulation by deed insurance against defects; assurance

Waste. Refuse; chippings, remnants, etc.

Wastage. Shrinkage, loss in handling, etc.

Way-Bill. A document containing a list and description of goods sent by a common carrier by land.

CHAPTER XVIII.

Business Abbreviations.

For the facilitation of accounts and correspondence in business, certain abbreviations, common to all, are employed. They should not be used indiscriminately, especially in correspondence. Be sure the person addressed would understand them. Those sanctioned by good usage are as follows:

A.

@.—At.
Acc't. or %.—Account.
Amt.—Amount.
Ans.—Answer.
Apr.—April.
Ass't'd.—Assorted.
Aug.—August.

B.

B.—Bank.
Bal.—Balance.
B. Rec.—Bills Receivable.
B. Pay.—Bills Payable.
bbl.—Barrel.
Bot.—Bought.
Brot. or brot.—Brought.
bu.—Bushel.
bgs.—Bags.
bls.—Bales.
B. O. or b. o. Buyer's option.
bxs.—Boxes.

C.

%—Care of.
c.—Cents.
C. B.—Cash Book.
Cap.—Capital.
Chgd.—Charged.
Co.—Company.
C. O. D.—Collect on Delivery.
Com.—Commission.
Cr.—Creditor.
Cwt.—Hundred-weight.

D.

D. or d.—Dollar.
Dec.—December.
do.—The same.
Dep.—Deposit.
Dft.—Draft.
Dis.—Discount.
doz.—Dozen.
Dr.—Debtor.
d's.—Days.

E.

E. E.—Errors excepted.
Exch.—Exchange.
E. &. O. E.—Errors and omissions excepted.
Eng.—English.
Ex.—Example.
Exp.—Expense or expenses

F.

Feb.—February.
fig'd.—Figured.
For'd.—Forward.
fol.—Folio.
frt.—Freight.
Fr.—Francs.
ft.—Feet.

G.

gal.—Gallon.
gr.—Grain or Gross.

H.

hf.—Half.
hhd. Hogshead.

I.

Ins.—Insurance.
I. B.—Invoice Book.
inst.—Instant. (present month.)
int.—Interest.
inv.—Invoice, inventory.
I. O. U.—I owe you.

J.

Jan.—January.

L.

lbs.—Pounds.

Led.—Ledger.

M.

M.—One thousand.
Mar.—March.
Mdse.—Merchandise.

mo.—Month.
MS.—Manuscript.
MSS.—Manuscripts.

N.

N. B.—Nota Bene. Take particular notice.
No.—Number.

Nov.—November.
N. P.—Notary public.

O.

Oct.—October.

oz.—Ounce, ounces.

P.

p.—Page.
pp.—Pages.
P. B.—Pass Book.
pay't.—Payment.
Pd.—Paid.

per.—By.
pr.—Pair.
pcs.—Pieces.
pts.—Pints.
prem.—Premium.

Q.

Qr.—Quarter.

qts.—Quarts.

R.

R. R.—Railroad.
Rec'd or rec'd.—Received.

Rec't.—Receipt.

S.

Sept.—September.
Sh.—Ship.
Sunds.—Sundries.
Schr.—Schooner.

Shp't.—Shipment.
S. O. or s. o.—Seller's option.
Str.—Steamer.

T.

Treasr.—Treasurer.
Treas.—Treasury.

tres.—Tierces.

U.

ult.—Ultimo (last month)

U. S.—United States.

Y.

yds.—Yards.

yr.—Year.

SIGNS.

$.—Dollar.
''.—Ditto (the same)
£.—Pound.
%.—Per cent.
No.—Number.
+.—Sign of addition.
—. Sign of subtraction.
×.—Sign of multiplication.
÷.—Sign of division.
=.—Sign of equality.
$1\frac{1}{4}$.—One and one-fourth.
$1\frac{2}{4}$.—One and two-fourths.
$1\frac{3}{4}$.—One and three-fourths.

In this connection may also be given the characters which are to arithmetic what the foregoing abbreviations are to letters and bookkeeping.

=Equal; as 12 inches=1 foot, or 4 x 5=20.

+Plus, or more; signifies addition, as 3—5—7=15.

—Minus, or less; signifies subtraction, as 12—4=8.

x Multiplied by; signifies multiplication, as 8 x 7=56.

÷ Divided by; signifies division, as 56÷8=7.

: :: : Proportion; as 2 : 4 :: 8 : 16; that is, as 2 is to 4 so is 8 to 16.

$\sqrt{}$ Prefixed to a number denotes that the square root of that number is required, as $\sqrt{}$ 36=6.

$\sqrt[3]{}$ Prefixed to a number denotes that the cube root of that number is required, as $\sqrt[3]{}$ 27=3.

^{2} Added to a number signifies that the number is to be squared, as 4^2 means that 4 is to be multiplied by 4.

^{3} Added to a number signifies that the number is to be cubed, as 4^3 means 4 x 4 x 4=64.

. Decimal point, when prefixed to a number, signifies that that number has a unit (1) for its denominator, as .1 is one-tenth, .2 is two-tenths, .12 twelve hundredths, .125 is one twenty-five one thousandths, etc.

° Signifies degrees; ′ minutes, and ″ seconds.

CHAPTER XIX.

Business Maxims.

MAXIMS OF WORLD'S LEADERS.

The roughest road often leads to the smoothest fortune. —*Franklin.*

Be what nature intended you for, and you will succeed. —*Sidney Smith.*

Seest thou a man diligent in business, he shall stand before kings. —*Solomon.*

No man can end with being superior who will not begin with being inferior. —*Sidney Smith.*

Dost thou love life, then do not squander time, for that is the stuff life is made of. —*Franklin.*

Actions, looks, words, steps form the alphabet by which you may spell "character." —*Lavater.*

Make a bargain at once. Be an offhand man. Be cautious and bold. —*Rothschild's Business Rule.*

Men who have made their fortunes are not those who had five thousand dollars to start with, but started fair with a well earned dollar or two. —*Greenwood.*

One conscience only will one gentus fit;
So wide is art, so narrow human wit. —*Pope.*

The heights by great men reached and kept
Were not attained by sudden flight;
But they, while their companions slept,
Were toiling upward in the night.
—*Longfellow.*

The truest wisdom is to have a resolute determination.
—*Napoleon.*

It is worth a thousand pounds a year to have the habit of looking on the bright side of things.
—*Dr. Samuel Johnson.*

Become known and favorably known.
Settle often; have short accounts.
Leave nothing undone that ought to be done.
Be economical, industrious and self-reliant.
Cut short your losses; let your profits go on.
Make no haste to be rich if you would prosper.
Trust nothing to memory that should be in writing.
Do not take too much advice; Think for yourself.
Ever live, misfortune excepted, within your income.
No man will be successful who neglects his business.
A man of honor respects his word as he does his bond.

Make your business known in few words without loss of time.

Choose that investment which will best promote your regular business.

Let your dealings with a stranger be most earefully considered.

Business men, in business hours, attend only to business matters.

Follow your business closely and it will lead you to honor and wealth.

Know the exact condition of your affairs by keeping accurate accounts.

Be courteous to all with whom you may come in contact. Courtesy may prove a fortune in itself.

Avoid speculation. Concentrate your energy and means on your business.

Treat all men with respect; confide in few; wrong no man.

Keep your word as good as a bank. Remember that an honest man is the noblest work of God.

Be economical. A gain usually requires expense; what is saved is clear.

Be well satisfied before you give credit that those to whom you give it are men to be trusted.

Never boast about your business.

Never sign a paper for a stranger.

Never fail to keep a business engagement.

Never refuse a choice when you can get it.

Never take a chance on another man's game.

Never waste time in useless regret over losses.

Never advertise a competitor's goods by running them down.

Never fail to be civil to all with whom you come in contact.

Never fail to read a paper carefully before signing your name to it.

Never gamble or take chances on the board of trade.

Never neglect to perform the commission which your friend may have entrusted to you.

Never borrow money and neglect to pay. If you do you will soon be known as a person of no business integrity.

Never think that a man's time is of little value because he is polite.

Never forget that if you are faithful in a few things you may be ruler over many.

Never disappoint an old customer in the time of the delivery of goods for the sake of obliging a new one.

Never fail to tell the truth. If truthful, you will get your reward. You will get your punishment if you deceive.

Never fail to speak kindly, if a merchant, and you address your clerk; if an overseer, and you address your workman; if in any position where you exercise authority you show yourself to be a gentleman by your pleasant mode of address.

Goods well bought are half sold.

Goods in store are better than bad debts.

Little savings are the words that state dividends.

It is better to saw wood well than to plead law poorly.

The larger your account with trust, the sooner debt will take your business into his hands. Debt is the jailor of credit.

A good buyer hears and sees a great deal more than he tells.

A good deal that is called luck consists in good management.

If you would know the value of a dollar try and borrow one.

Goods are never cheap enough, provided they can be bought cheaper.

Success is doing what a man undertakes well; failure is doing it poorly.

It is not the amount of goods that a mill produces that makes its owners rich or poor, but the amount compared with the capital invested.

Shrewd buyers never trade with a man who is selling out at cost.

Time is money. What we call time enough always proves little enough.

Leave "tricks of the trade" to those whose education was never completed.

Study for yourself the theory of commercial law, and avoid law suits if possible.

Take care of your business while young, and it will take care of you when old.

Bad luck is the man who stands with his hands in his pockets waiting to see how it will turn out.

Watch your credit books closer than you watch your money vaults; a small leak will sink a great ship.

WHY BUSINESS MEN FAIL.

Want of moral strength.

Too many irons in the fire.

Mistakes in the choice of professions.

Lack of principle, of fixed purpose, of perseverance.

Want of punctuality, honesty and truth.

Stupidity, laziness, rashness and dishonesty.

A lack of good judgement in giving credit.

Lack of persistent and protracted effort.

Loss of confidence by misrepresenting goods.

Outside of confidence by misrepresenting goods.

Outside speculations not thoroughly understood.

Want of thoroughness, want of fixedness of purpose.

Living beyond income, and speculating with borrowed funds.

Unwillingness to begin at the foot of the ladder and work up.

Wavering purpose, non-sticktoitiveness.

Desiring another man's success without being willing to work as that man does, and begin, as he did, at the foot of the ladder.

Giving money-making the first place, and right-doing a second place.

Trying to do too many things rather than sticking to the one thing one knows most about.

MAXIMS.

Pay as you go.
Live and let live.
Talking pays no toil.
Waste not, want not.
Poverty parts friends.
Wealth makes worship.
Better buy than borrow.
Wealth makes wit waiver.
Out of debt, out of danger.
Before honor is humility.
To rob Peter to pay Paul.
Don't buy a pig in a poke.
By pride cometh contention.
Money makes the mare go.
Money is welcome anywhere.
Sorrow will pay no debt.
Spare well and spend well .
Early birds catch the worms.
It's gude to be sib to seller.
Money littles makes a nickle.
Of ill debtors men get aiths.
Wilful waste makes woeful want.
All is not gold that glitters.
Trade is the mother of money.
Sloth is the mother of poverty.
A nod o'honest men is enough.
The weakest must go to the wall.
Credit is better than ill-luck.
Little and often fills the purse.
Misreckoning is no payment.
Nothing venture, nothing win.
Business is the salt of life.
A stich in time saves nine.
Lazy folks take the most pains.
Idleness is the root of all evil.
Opportunity makes the thief.
Sue a begger and catch a louse.
A full purse never lacks friends.
A light purse is a heavy curse.
Nae wonder to see wasters want.
Keep something for a sore foot.

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Live not to eat but eat to live.
A man may buy gold too dear.
Penny wise and pound foolish.
Pay him to his ain coin.
Thrift is a guide revenue.
Make hay while the sun shines.
Make the best of a bad bargain.
Ill-gotten goods seldom prosper.
Never quit certainly for hope.
No alcheny is equal to saving.
A rolling stone gathers no moss.
Manners often make fortunes.
A penny saved is a penny earned.
Good ware makes quick markets.
Debt is the worst kind of poverty.
Reckless youth makes rueful age.
A fool and his money are soon parted.
The cost oworgangs the profit.
Poverty is the mother o' a' arts.
Rich folks have routh o' friends.
God help the rich, the poor can beg.
There's no compassion like the penny.
Credit lost is like a broken glass.
Ill payers are aye gude cravers.
Possession is nine points of the law.
Money makes a man free ilka where.
Mony ane's gear is mony ane's death.
It's a hard task to be poor and leal.
Credit is better than ill won gear.
Quick returns make rich merchants.
Ill laying up makes mony thieves.
Owre braw a purse to put a plack in.
All is not gain that is got into a purse.
Venture not all in one bottom.
I canna sell the cow an sup the milk.
He has licked the butter off my bread.
Gathering gear is a pleasant pain.
Gear is easier gotten than guided.
A bad workman quarrels with his tools.
Idleness is the greatest prodigality.
Covetousness brings naething hame.
Credit keeps the crown o' the causey.
Necessity is the mother of invention.
But at a market but sell at home.
Change of a fortune is a lot of life.
Jack of all trades and master of none.
Remove an old tree and it will wither.
Short reckonings make long friends.

Old reckonings breed new disputes.
Goods are not theirs who enjoy themselves.
Your tongue rins aye before your wit.
Poor folk's friends soon misken them.
The covetous man is his own tormenter.
He that has twa hoards will get a third.
He that shows his purse bribes the thief.
Ill-won gear winna enrich the third heir.
Want o'wit is waur then want o'wealth.
He'll soon be a beggar than canna say no.
It's gude gear that pleases the merchant.
The penny is well spent that saves a groat.
A pound o'care winna pay an ounce debt.
Bear wealth weel, poorith will bear itself.
A greedy e'er ne'er gat a gude pennyworth.
When rogues fall out, honest men get their own.
A handfu' o'trade is worth a gowpen o'gowd.
Better go to bed supperless than to rise in debt.
Don't measure other people's corn by your bushel.
Great gain and little pain make a man soon weary.
He was born with a silver spoon in his mouth.
He that has nae gear to tine may hae shins to pine.
He who marries for wealth doth sell his liberty.
Saving at the spigot and spendingat the bung.
He has feathered his nest, he may flee when he likes.
He that will cheat in play winna be honest in earnest.
We are bound to be honest and no to be rich.
Your purse was steekit when that was paid for.
A nice wife and a back door often makes a rich man poor.
Gentry sent to market will not buy one bushel of corn.
Poverty makes a man acquainted with strange bedfellows.
Of all the crafts to be an honest man is the master craft.
He who spends all he gets is in the highroad to beggary.
Lock your door that you may keep your neighbors honest.
A fool can make money; it requires a wise man to spend it.
A man may lose his goods for want of demanding them.
An hour in the morning is worth two in the afternoon.
Spare when you are young and spent when you are old.
You cannot have your cake and eat it also.
The greatest wealth is contentment with little.
Covet not that which belongs to others.
Cut your coat according to your cloth.
Dependence is a poor trade to follow.

God help those who help themselves.
He that lendeth loseth double.
Idleness is the parent of want and shame.
Keep thy shop and thy shop will keep thee.
Money will do more than my lord's letter.
Never fall out with your bread and butter.
Constant occupation prevents temptation.
Depend not on fortune, but on conduct.
He dances well to whom fortune pipes.
Cleanliness in nae pride, dirt's nae honesty.
Mony purses haud friends lang thegither.
He loves roast meat well that licks the spit.
Everybody's business is nobody's business.
Every man is the architect of his own fortune.
He that goes a-borrowing goes a-sorrowing.
He that will not be saved needs no preacher.
An honest man's word is as good as his bond.
A great dowry is a bed full of troubles.
Good words cost nothing, but are worth much.
Burning a halfpenny candle seeking a farthing.
When fortune smiles on thee take the advantage.
An inch o' gude fortune is worth a fathom o' forecast.
Put twa pennies in a purse and they'll keep thegither.
Riches are got wi' pain, kept wi' care and tint wi' grief.
One thing for you about an honest man's house but a day's work.
He may well be contented who needs neither borrow nor flatter.
He that has no silver in his purse should have silver on his tongue.
A word fitly spoken is like apples of gold in pictures of silver.
Go to the ant, thou sluggard; consider her ways and be wise.
The poor is hated even of his neighbor; but the rich has many friends.
Money is like the muck midden, it does nae good till it be spread.
If ye sell your purse to your wife, gie her your breeks to the bargain.
Take care of the pence, and the pounds will take care of themselves.
When poverty comes in at the door, love flies out at the window.
The labor of the righteous tendeth to life, the fruit of the wicked to sin.
The rich ruleth over the poor; and the borrower is servant to the lender.

Wealth makes many friends; but the poor is separated from his neighbor.

In all labor there is profit; but the talk of the lips tendeth only to penury.

Better is a little with righteounesss, than great revenues without right.

Cast thy bread upon the waters, for thou shalt find it after many days.

When we have gold we are in fear-when we have none we are in danger.

Be it for better, or be it for worse, be ruled by him that beareth the purse.

Early to bed and early to rise, makes a man healthy, wealthy and wise.

The slothful man saith, There is a lion without; I shall be slain in the streets.

Iron sharpeneth iron; so a man shapeneth the countenance of his friend.

The hand of the diligent shall bear rule; but the slothful shall be under tribute.

Better is a dinner of herbs where love is, than a stalled ox and hatred therewith.

Who spends more than he should, shall not have to spend when he would.

Wealth has made mair men covetous than covetousness has made men wealthy.

There is a tide in the affairs of men which, taken at the flood leads on to fortune.

Ken when to spend and when to spare, and ye needna be busy, and ye'll ne'er be bare.

Boast for thyself of to-morrow, for thou knowest not what a day may bring forth.

As a bird that wandereth from her nest, so is a man that wandereth from his place.

A false balance is an abomination to the Lord; but a just weight is his delight.

Better is a dry morsel and quietness therewith, than a house full of sacrifices and strife.

Treasures of wickedness profit nothing; but righteousness delivereth from death.

He that is greedy of gain toubleth his own house; but he that hateth gifts shall give.

The rich man's wealth is his strong city, the destruction of the poor is their poverty.

He that is surety for a stranger, shall smart for it; and he that hateth suretyship is sure.

It is nought, it is nought, saith the buyer; but when he is gone his way, then he boasteth.

He that loveth pleasure shall be a poor man; he that loveth wine and oil shall not be rich.

He that observeth the wind shall not sow, and he that regardeth the clouds shall not reap.

Much food is in the tillage of the poor; but there is that is destroyed for want of judgment.

As vinegar to the teeth, and as smoke to the eyes, so is the sluggard to them that send him.

He becometh poor that dealeth with a slack hand; but the hand of the diligent maketh rich.

Love not sleep, lest thou come to poverty; open thine eyes, and thou shall be satisfied with bread.

The rich man is wise in his own conceit; but the poor that hath understanding searcheth him out.

Be thou diligent to know the state of the flocks, and look well to thy herds, for riches are not forever.

He that gathereth in summer is a wise son; but he that sleepeth in harvest is a son that causes shame.

The sluggard will not plow by reason of the cold; therefore shall he beg in harvest and have nothing.

A good name is rather to be chosen than great riches, and loving favor rather than silver and gold.

A man that has friends must show himself friendly; and there is a friend that sticketh closer than a brother.

By much slothfulness the building decayeth; and through idleness of the hands the house droppeth through.

The drunkard and the glutton shall come to poverty; and drowsiness shall clothe a man with rags.

He that hath pity upon the poor lendeth to the Lord; and that which he has given will he pay him again.

There is that maketh himself rich, yet hath nothing; there is that maketh himself poor, yet hath great riches.

Seest thou a man diligent in his business; he shall stand before kings; he shall not stand before mean men.

There is that scattereth, and yet increaseth; and there is that with-holdeth more than is meet, but it tendeth to poverty.

The sleep of a laboring man is sweet, whether he eat little or much; for the abundance of the rich will not suffer him to sleep.

As a madman who casteth firebrands, arrows and death, so is the man that deceiveth his neighbor, and saith, Am not I in sport?

When goods increase, they are increased that eat them; and what good is there to the owners thereof, saving the beholding of them with their eyes.

Whatsoever thy hand findeth to do, do it with thy might, for there is no work, nor device, nor knowledge, nor wisdom in the grave, whither thou goest.

LIBRARY OF THE UNIVERSITY OF CALIFORNIA

INDEX.

A

Accepting Drafts **48**
Accident Insurance 99
Accommodation Note—Form of 129
Account—Assignment of 72
Account, Bank—Importance of Keeping 138
Account—Cash 34
Account—Merchandise 34
Accounts—Affidavits to 60
Accounts—Personal 34
Accounts—Stock or Partner's 35
Acknowledgment—A Single Grantor's 59
Acknowledgment by Husband and Wife 59
Acknowledgments 58
Additional Rules Concerning Contracts 84
Addressing Envelopes—Models for 14-15
Adopting a Child 203
Affidavits 59
Affidavit—General Form of 60
Affidavits—to Accounts 60
Affidavits—to Petition 61
Agency and Attorney 61
Agent—Form of Indorsement by 133
Agent's Visit—Notice of 20
Age of Animals—How to Tell 152
Agreement—for Hiring a Farm Hand 57
Agreement—for Hiring a Workman 56
Agreement—for Personal Services 114
Agreement—for Sale of Personal Property 55
Agreement—Landlord's 104
Agreements 55
Agreements—Tenant's 104
Agreement—to Cultivate Land on Shares 57
Agreement—with Clerk for Service 56
Amount Insured—How to Find, when the Premium and Per Cent. of Premium are Given 190
Animals Age of—How to Tell 152

Apology—for Breaking a Business Engagement. 28
Apology—for Delay in Payment 27
Apology—Letter of 27
Apothecaries' Measure—Relative Value of 150
Apothecaries' Weight 139
Appeal—Right to 43
Application for Bookkeeper 25
Application for Canvasser 26
Application for Clerkship—Boy's 26
Application for Money Order 171
Application for Patent—Fees Required by Law for Filing. . . . 146
Application for Salesman 26
Application for School 27
Application for Situation 25
Apprentice Forms 66
Apprentice—Indenture of 67
Apprentice—Release of 67
Arbitration 68
Arbitration Award—Form of 69
Arbitrators—Form of Notice to 69
Arrests Prohibited 42
Articles of Copartnership 124
Assignment for the Benefit of Creditors. 71
Assignment of Account 72
Assignment of Mortgage 72
Assignments 70
Assignment—Simple 72
Assignment with Power of Attorney 72
Attaching the Body 42
Attachment—Object of 42
Attachment Obtained 41
Attachments 41
Attorney—Power of 64
Avoiding Debts—Suggestions for 37
Avoirdupois Weight 149–164

B

Baggage 202
Baggage—Delay in Forwarding 202
Bail 73
Balance Trial—Rules for Detecting Errors in 36
Bank Discount 50–186
Bank Draft 46
Banking 45–51
Banking Rules 45
Barrel, in Gallons—How to Measure 154
Bill—Error in Letter Complaining of 19

Bill of Exchange 50
Bill of Goods—Ordering 16
Bill of Lading 74-75
Bill of Sale 75
Bill of Sale—Form of 76
Bills—Payable 35
Bills—Receivable 35
Bills—Rules for Indorsing 132
Body Attachment 42
Bond Arbitration—Form of 69
Bond—Creditor's 41
Bond—General Form of 77
Bond of Indemnity 78
Bonds 76
Bond to a Corporation 77
Book Accounts—Interest on 191
Book—Check 47
Bookkeeper—Letter Recommending 24
Bookkeeper's Application 26
Bookkeeping 29-37
Bookkeeping—Points of Law on 37
Book—Pass 47
Boy's Application for a Clerkship 26
Breaking a Business Engagement—Apology for 28
Bricks Required for a Wall—Number of 156
Brickwork—Weight of 162
Brokers 78
Broker's Merchandise Contract 79
Building—Contracts for 84
Building Fence—Contract for 86
Business Forms—Legal 54
Business—Power to take Charge of and Carry on 65
Business Terms—Dictionary of 209

C

Canvasser's Application 26
Capitals 8
Carpet for a Floor—How to Measure 158
Cash Account 34
Carrier's Duty 201
Carriers—Common 199
Carrier's Compensation 200
Carrier's Liability 201
Carrier's Lien 200
Carrier's Obligation to Take Goods 200
Carrier's Payment 200
Catalogue—Request for 17

Cattle Weight of—How to Estimate 152
Certificate of Deposit—Form of 142
Certified Check—Form of 142
Certified Checks 140
Chattel Mortgage—Form of 120–131
Chattel Mortgages 119
Chattel Mortgages—Rules Governing 119
Chattel Note—Form of 131
Check Book 47
Check, Certified—Form of 142
Checks 140
Checks—Certified 140
Checks—Forged 140
Checks—Forms of 141
Checks—Indorsing 141–142
Check—Letter Containing 18
Check, Payable to Bearer—Form of 141
Check, Payable to Yourself—Form of 141
Checks—Presenting 141
Checks—Raised 140
Checks—Writing 141
Child—Adopting 203
Child's Earnings—Parents' Claim upon 203
Child—Punishment of 203
Child—Runaway 204
Children and Parents—Rights and Obligations of 203
Children—Obligation of Parent to Support 204
Children's Obligations 204
Children's Rights 204
Chimney—How to Measure for 156
Chimney—Rules for Finding the Required Area for 161
Circular Measure 149
Cistern or Tank—How to Find the Number of Gallons in 154
Cisterns and Wells—How to Measure 158
Clauses in Leases—Examples of some of the Additional 96
Clerk—Agreement with for Service 56
Clerkship—Boy's Application for 26
Coal in a Bin or Box—How to Measure 151
Coins and their Value—Rare U. S. 193
Collateral Note—Form of 130
Collect, Debts—How to 202
Collect Debts—Power of Attorney to 64
Collect Rents—Power of Attorney to 64
Collecting Damages of Railroad or Express Companies for Damaged Goods 201
Collecting Notes—Rules for 126
Collection—Enclosing Notes for 19
Collections—Cost of by Law 44

Collections--Delay in Forced 44
Collections—First Steps in Making 38
Collections—Legal Steps in 39
Colors—Contrast of 162
Commercial Correspondence 7
Commercial Paper—Transfer of 52
Commission 184
Commission and Investment—How to Find—When Both are Included in a Remittance by the Principal. 185
Commission and Per Cent. of Commission Being Given to Find the Investment of Gross Sales. 184
Commission—Offer to Sell on 21
Commission—Shipment on 19
Common Carriers 199
Common Carriers of Persons 201
Compensation—Carriers 200
Complaint—A Tenant's 20
Compound Interest 192
Congratulation—Letter of 28
Consideration of a Contract 80
Contracts 80
Contracts—Additional Rules for 84
Contract—Consideration of 80
Contract—Essential Parts of 81
Contracts for Building 84
Contract for Building Fence 86
Contract for Building Sidewalks 86
Contract for Laying Tile 85
Contracts—General Laws Covering 82
Contract—Guaranty for the Performance of 92
Contract—Merchandise Broker's 79
Contract—Rules for Writing 81
Contracts that are Binding without Writing. 82
Contracts that are Not Lawful. 83
Contracts that Cannot be Enforced 83
Contracts that Must be in Writing. 82
Contract—Who May and May Not Make. 80
Contrast of Colors 162
Copartnership--Articles of 124
Copartnership—Dissolution of 16
Copartnership—Notice of 16
Copyright 146
Copyright Laws 146–149
Corn in the Crib—How to Measure. 153
Corporations 86
Corporation—Bond to 7
Corporation Note—Form of 130
Correspondence—Business 10

Correspondence—Commercial 77
Cost and the Profit or Loss being Given, How to Find the Rate of Profit or Loss 188
Cost and Rate being Given, How to Find Profit and Loss. . . . 188
Cost—How to Find the Gain or Loss, and the Rate of Gain or Loss being Given 188
Cost—How to Find, when the Selling Price and the Rate Per Cent. of Profit or Loss are Given. 189
Cost of an Article—Gross or Full. 188
Cost of Collections by Law 44
Counterfeit Money 194
Credit—A Guarantee Letter of 110
Credit—Letter of 106, 109
Creditors—Assignment for the Benefit of. 71
Creditor's Bond 41
Cubic Measure 150, 164
Cultivate Land on Shares--Agreement to. 57

D

Death of Public Officer—Form of Resolutions of Condolence on 207
Death of a Society Member—Form of Resolutions of Condolence on 208
Debt Already Incurred--Guaranty of 93
Debt—Real Estate Held for 43
Debts 37–45
Debts, Collection of—Power of Attorney. 64
Debts—How to Collect 202
Debts Not Yet Incurred—Guaranty of a 93
Debts—Suggestions for Avoiding 37
Deed—Quit Claim 91
Deeds 88
Deeds—Different Kinds of 89
Deed—Warranty 89
Delay in Forced Collections 44
Delay in Forwarding Baggage 202
Delay in Payment—Apology for 27
Demanding Payment 50
Deposit—Form of Certificate of 142
Deposit Ticket 46
Detecting Errors in Trial Balance—Rules for. 36
Dictionary of Business Terms 209
Different Kinds of Deeds 89
Different Kinds of Partnership 121
Discount and Interest 184–199
Discount and Proceeds—How to Find the Face of a Note, Time and Rate Per Cent. of Discount Being Given. 187

Discount—Bank 50–186
Discount— Enclosing Notes for 18
Discount Series and List Price Being Given—How to Find the Selling Price 185
Discount—Term of 186
Discount—Trade 185
Discount—True 186
Dissolution—Notice of 125
Dissolution of Copartnership 16
Dissolution of Partnership 122–125
Distance—Long Measure 150
Distance Traveled in Plowing—How to Measure 155
Draft—Bank 46
Drafts—Accepting 48
Draft—Sending 18
Drafts—Forms of 49
Drafts—Transferring 48
Drafts—Writing 48
Dry Measure 149–164
Due Bill—Payable in Merchandise—Form of 138
Due Bill—Payable on Demand—Form of 138
Due Bills—Forms for Writing 138
Due Bills—Rules for Writing 138
Duty of a Carrier 201
Duties of the Landlord 102
Duties of the Tenant 103

E

Earnings—Child's—Parent's Claim Upon 203
Election—Power to Vote as Proxy at 65
Employer and Employe—Legal Relation of 114
Enclosing Notes for Collection 19
Enclosing Notes for Discount 18
Engagement—Breaking—Apology for 28
Envelopes—Models for Addressing 14–15
Error in Bill—Letter Complaining of 19
Essential Parts of a Contract 81
Estate—Real 196
Estimates of Measurement—General Rules for 160
Exact Measurement 149
Examinations—Recognizance for Further 73
Examining Witnesses to a Deed, on Oath, upon the Bible 58
Examples of Some of the Additional Clauses in Leases 96
Execution for Debt 41
Expense 35
Express Companies—Liabilities of 200
Express and Railroad Companies—Liabilities of 200

F

Face of a Note—How to Find the Proceeds, Time and Rate Per Cent. of Discount Being Given.... 187
Fall of Land per 100 Feet..... 151
Farm Hand—Agreement for Hiring 57
Farm Leases 103
Farm—Lease of a 106
Fees Charged for Money Orders 170
Fees—International or Foreign Money Order 175
Fees—Required by Law for Filing Application for Patent.... 146
Fence—Contract for Building 86
Fire Insurance 94
Fire Insurance Policy 95
Fire Insurance—Renewal of 96
Firm—Letter Introducing 23
First Steps in Making Collections 38
Foot—Length of in Different Countries..... 163
Forced Collections—Delay in 44
Foreign Mails—General Regulations Concerning..... 180
Foreign Money Order Fees 175
Foreign Postage 172–175
Forged Checks 140
Forged Papers—Laws Regarding 53
Formed—How Partnerships are..... 122
Form of Accommodation Note 129
Form of Application for Incorporating 87
Form of Arbitration Award 69
Form of Arbitration Bond 69
Form of Bill of Sale 76
Form of Certificate of Deposit 142
Form of Certified Check 142
Form of Chattel Mortgage 120
Form of Chattel Note 131
Form of Check Payable to Bearer 141
Form of Check Payable to Yourself..... 141
Form of Collateral Note 130
Form of Conditional Indorsement 133
Form of Corporation Note 130
Form of Due Bill Payable in Merchandise 138
Form of Due Bill Payable on Demand..... 138
Form of General Recommendation 25
Form of Guaranty on Note 133
Form of Indorsement by Agent 133
Form of Indorsement in Blank 132
Form of Indorsement in Full 132
Form of Joint and Several Note 128
Form of Joint Note 129

Form of Judgment Note 130
Form of Letters requesting Payment 39
Form of a Note by a Married Woman 129
Form of a Note by One Who Cannot Write 129
Form of Note Payable at Bank 128
Form of Note Payable on Demand 129
Form of Note Payable to My Own Order 128
Form of Notice to Arbitrators 69
Form of Order to Close Account 138
Form of Peddler's License 111
Form of Petition for Changing a Road 168
Form of Petition for Laying out a Road 168
Form of Principal and Surety Note 129
Form of Produce Note 128
Form of Qualified Indorsement 133
Form of Receipt for Borrowed Money 136
Form of Receipt for Interest 137
Form of Receipt for Interest on Note 139
Form of Receipt for Merchandise 136
Form of Receipt for Money Advanced on Contract 137
Form of Receipt for Note 136
Form of Receipt for a Particular Bill 137
Form of Receipt for Payment by Hand of Third Party 139
Form of Receipt for Property 137
Form of Receipt for Purchase of a Horse 137
Form of Receipt for Rent 136
Form of Receipt in Full of All Demands 136
Form of Receipt on Account 136
Form of Resolutions of Condolence on the Death of a Public Officer 207
Form of Resolutions of Condolence on the Death of a Society Member 208
Form of Resolutions of Condolence on the Retirement of an Officer 208
Form of Restrictive Indorsement 133
Form of Submission to Arbitration 68
Form of Summons Requesting Payment 40
Forms—Apprentice 66
Forms for Writing Orders 139
Forms—Legal Business 54
Forms of Checks 141
Forms of Drafts 49
Forms of Indorsements 133–134
Forms of Notes 128–131
Forms of Receipts 136–137
Forms of Writing Due Bills 138
Forwarding Baggage—Delay in 202
Full Ownership of Property 196

G

Gains and Losses 36
Gain or Loss, and the Rate of Gain or Loss Being Given—to Find the Cost 188
Gallons in a Cistern or Tank—How to Find the Number of . 154
Garnishment 42
Gas—How to Measure 158
General Form of Affidavit 60
General Form of Bond 77
General Laws Covering Contracts 82
General Regulations Concerning Foreign Mails 180
General Rules for Estimates of Measurement 160
Good Principles to Practice Regarding Notes..... 131
Goods in Transportation—Injury of 200
Goods in Transportation—Loss of 200
Goods in Transportation—Perishable 201
Goods—Notice of having Forwarded 20
Goods—Obligation of Carrier to Take 200
Goods—Ordering a Bill of 16
Goods—Receipt for Shipping 201
Grain, Pile of—How to Measure 153
Guarantee Letter of Credit. 110
Grantor's Single Acknowledgment 59
Gross or Full Cost of an Article..... 188
Gross Sales or Investment, How to Find—the Commission and Per Cent. of Commission Being Given..... 184
Guaranties 91
Guaranty for the Performance of a Contract..... 92
Guaranty for the Purchase of a horse..... 93
Guaranty of a Debt Already Incurred.... 93
Guaranty of a Debt Not Yet Incurred..... 93
Guaranty of a Note 92
Guaranty on Note—Form of 133

H

Hand, Farm—Agreement for Hiring..... 57
Hay in the Mow or Stack—How to find the Number of Tons... 132
Headings—Model 12
Holding up the Right Hand 58
Horse—Guaranty for the Purchase of 93
How Much a Wagon-box Holds 154
How Obtained—Ownership of Property 197
How Partnerships are Formed 122
How Stock is Watered 87
How to Adjust the Load to the Team..... 159
How to Collect Debts 202

How to Estimate the Weight of Cattle 152
How to Find the Amount Insured—when the Premium and Per Cent. of Premium are Given 190
How to Find the Cost of Insurance 189
How to Find the Cost, the Gain or Loss, and the Rate of Gain or Loss Being Given 188
How to Find the Cost, the Selling Price and the Rate Per Cent. of Profit or Loss Being Given 189
How to Find the Discount and Proceeds—the Face of a Note, Time and Rate Per Cent. of Discount Being Given 187
How to Find the Face of a Note—the Proceeds, Time and Rate Per Cent. of Discount Being Given 187
How to Find the Investment and Commission—when Both are Included in a Remittance by the Principal 185
How to Find the Number of Tons of Hay in the Mow or Stack 153
How to Find the Present Worth and True Discount 186
How to Find the Profit and Loss—the Cost and Rate Being Given 188
How to Find a Property Tax 189
How to Find the Rate of Profit or Loss—the Cost and the Profit or Loss Being Given 188
How to Find the Selling Price—the List Price and Discount Series Being Given 185
How to Measure a Barrel, in Gallons 154
How to Measure Cisterns and Wells 158
How to Measure Coal in a Bin or Box 151
How to Measure Corn in the Crib 153
How to Measure Distance Traveled in Plowing 155
How to Measure Floor for a Carpet 158
How to Measure for a Chimney 156
How to Measure for Wall Paper 157
How to Measure Gas 158
How to Measure Logs and Lumber 157
How to Measure a Pile of Grain 153
How to Measure a Wall 156
How to Measure a Wood Pile 157
How to Send Money 169
How to Tell the Age of Animals 152
Husband and Wife—Acknowledgment by 59

I

Identification—Waiver of 170
Imperfect Goods—Letter of Complaint for 19
Imperial Measure—Relative Value of 150
Importance of Keeping a Bank Account 138
Incorporating—Form of Application for 87

Indenture of an Apprentice 67
Indorsement, Conditional—Form of 133
Indorsement by Agent—Form of 133
Indorsement in Blank—Form of 132
Indorsement in Full—Form of 132
Indorsement, Qualified—Form of 133
Indorsement, Restrictive—Form of 133
Indorsers—Relative Responsibility of 135
Indorsing Checks 141-142
Indorsing Bills—Rules for 132
Indorsing Notes—Rules for 132
Injury of Goods in Transportation 200
Insolvency—Net 36
Insurance 93
Insurance—Accident 99
Insurance—Fire 94
Insurance Fire—Renewal of 96
Insurance—How to Find Cost of 189
Insurance—Life 97
Interest 190
Interest and Discount 35, 184, 199
Interest—Compound 192
Interest—Form of Receipt for 137
Interest—Legal Points Concerning 190
Interest—Legal Rate of 191
Interest on Book Accounts 191
Interest on Note—Receipt for 139
Interest upon a Judgment 191
Interest—When Allowed 190
International Money Orders—Fees 175
Introduction—Letters of 23
Investment and Commission—How to Find, when Both are Included in a Remittance by the Principal 185
Investment or Gross Sales, How to Find—the Commission and Per Cent. of Commission Being Given 184

J

Joint and Several Note 46
Joint Note—Form of 129
Joint Ownership of Property 197
Judgment for Debt 40
Judgment—Interest upon 191
Judgment Note—Form of 130

K

Kinds of Money in the United States 192
Kinds of Ownership 196

L

Lading, Bill of **74-75**
Land—Agreement for Cultivation of on Shares 57
Land, Fall of—per 100 Feet 151
Landlord and Tenants' Leases 99
Landlord—Duties of the 102
Landlord—Rights of 100
Landlord's Agreement 104
Landlord's Notice to Quit 105
Land—Surveying 150
Law on Bookkeeping 29-33
Laws Concerning Public Roads 166-167
Laws—Copyright 146-149
Laws Regarding Forged Papers 53
Laws Regarding Lost Notes or Bills 51
Laying Tile—Contract for 86
Lease of a Farm 106
Lease of Real Estate 107
Leases—Farm 105
Leases for Renting a House 103
Leases—Landlord and Tenants 99
Legal Business Forms 54
Legal Points Concerning Interest 190
Legal Rate of Interest 191
Legal Relation of Employer and Employe 114
Legal Steps in Collections 39
Legal Tender 192
Length of a Foot in Different Countries 163
Letter Complaining of Error in Bill 19
Letter Containing Check 18
Letter Containing Remittance 17
Letter—Form of 11
Letter Introducing a Firm 23
Letter Introducing One Gentleman to Another 24
Letter of Complaint for Imperfect Goods 19
Letter of Congratulation 28
Letter of Credit 109
Letter of Introduction 23
Letter of Revocation 66
Letter of Sympathy 28
Letter—Position of Parts of 11
Letter Recommending a Bookkeeper 24
Letter Recommending a Salesman 24
Letter Requesting a Loan 28
Letters—Business, Rules for Writing 10
Letters, Forms of—for Requesting Payment 39
Letters—Models for Closing 13

Letters of Apology ... 27
Letters of Credit ... 108
Letters of Recommendation ... 23
Letters Requesting Payment ... 21
Letters Requesting Payment of Rent ... 22
Liabilities and Resources ... 36
Liabilities of Express Companies ... 200
Liability of Carrier ... 201
Liability of Railroad Companies ... 200
License ... 110
License—Form of Peddler's ... 111
Lien—Carrier's ... 200
Liens ... 111
Liens—Mechanic's ... 113
Life Insurance ... 97
Life Insurace Policy ... 98
Life Ownership of Property ... 196
Lineal Measure ... 163
Liquid or Wine Measure ... 149–164
List Price and Discount Series Being Given—How to Find the Selling Price ... 185
Load to the Team—How to Adjust ... 159
Loan—Letter Requesting ... 28
Load to the Team—How to Adjust ... 157
Logs and Lumber—How to Measure ... 157
Long Measure—Distance ... 150
Losses and Gains ... 36
Loss of Goods in Transportation ... 200
Lost Notes or Bills—Laws Regarding ... 51

M

Mail Matter—Suggestions Regarding ... 173
Mail Matter—Withdrawal of ... 176–179
Marks of Punctuation ... 8
Marks—Trade ... 146
Married Women—Form of Note by ... 129
Maturity of a Note ... 187
Maxims ... 235–240
Maxims—Business ... 231–234
Measure, Apothecaries'—Relative Value of ... 150
Measure a Barrel, in Gallons—How to ... 154
Measure, a Carpet for a Floor—How to ... 158
Measure—Circular ... 149
Measure Cisterns and Wells—How to ... 158
Measure Coal in a Bin or Box—How to ... 151
Measure Corn in the Crib—How to ... 153
Measure—Cubic ... 150–164

Measure the Distance Traveled in Plowing—How to..... 155
Measure—Dry 149–164
Measure for a Chimney—How to 156
Measure for Wall Paper—How to 157
Measure Gas—How to 158
Measure, Imperial—Relative Value of 150
Measure—Lineal 163
Measure—Liquid 149–164
Measure Logs and Lumber—How to 157
Measure—Long Distance 150
Measure—Metric 150
Measure—Paper 162
Measure Pile of Grain—How to 153
Measure—Solid 164
Measure—Square 150–163
Measure—Surveyors' 150
Measure—Time 149
Measure Wall—How to 156
Measure—Wine 149–164
Measure Wood Pile—How to 157
Measurement. Estimates of—General Rules for..... 160
Measurement—Exact 149
Measurements 146–165
Measures and Weights 163–165
Measures—Metric 150
Measures—Miscellaneous 150
Mechanic's Liens 113
Memoranda for Painters 161
Merchandise Account 34
Merchandise Broker's Contract 79
Merchandise—Form of Receipt for 138
Method of Obtaining an Attachment 41
Metric Measures 150
Metric Weights 150
Miscellaneous Measures 150
Model Headings 12
Models for Addressing Envelopes 14–15
Models for Closing Letters 13
Money—Counterfeit 194
Money—How to Send 169
Money—Kinds of in the United States..... 192
Money Order—Application for 171
Money Orders—Fees Charged for 170
Money Order Fees—International or Foreign 175
Mortgage—Assignment of 72
Mortgage—Promissory Note Secured by 118
Mortgage—Release and Satisfaction of 121
Mortgage—Short Form 119

Mortgages—Chattel 119
Mortgages—Real Estate 115

N

Nails Required for Different Kinds of Work . . 160
Net Insolvency 36
Net Selling Price 188
Net Worth 36
Non-Interest Bearing Notes 186
Note, Accommodation—Form of 129
Note, by a Married Woman—Form of 129
Note, by One Who Cannot Write—Form of 129
Note, Chattel—Form of 131
Note, Collateral—Form of 130
Note, Corporation,—Form of 130
Note—Guaranty of a 92
Note—Joint and Several 46
Note, Joint and Several—Form of 128
Note, Joint—Form of 129
Note, Judgment—Form of 130
Note—Maturity of 187
Note, Payable on Demand—Form of 129
Note, Payable to My Own Order—Form of 128
Note, Principal and Surety—Form of 129
Note, Produce—Form of 128
Notes—Forms of 128-131
Notes—Non-Interest Bearing 186
Notes, Payable at Bank—Form of 128
Notes—Regarding Good Principles to Practice 131
Notes—Rules for Collecting 126
Notes—Rules for Indorsing 132
Notes—Rules for Transferring 126
Notes—Rules for Writing 126
Notice of an Agent's Visit 20
Notice of Copartnership 16
Notice of Dissolution 125
Notice of Having Forwarded Goods 20
Notice of Leaving—Tenants' 105
Notice to Quit—Landlord's 105
Number of Bricks Required for a Wall 156
Number of Gallons in a Cistern or Tank—How to Find 154
Number of Tons of Hay in the Mow or Stack—How to Find . . . 153

O

Object of the Attachment 42
Obligation of Carrier to Take Goods 200
Obligations of Children 204

Obligations of Parents and Children. 203
Obligation of Parent to Support Children..... 204
Offer to Sell on Commission 21
Order to Close Account—Form of 138
Ordering a Bill of Goods 16
Orders—Forms for Writing 139
Orders—Rules for Writing 139
Ownership—Kinds of 196
Ownership of Property—Full 196
Ownership of Property—How Obtained 197

P

Painters—Memoranda for.....161
Paper—Commercial Transfer of 52
Paper—Forged Laws Regarding 53
Paper Measure 162
Paper—Size of 164-165
Parents and Children—Rights and Obligations of..... 203
Parent's Claim Upon a Child's Earnings..... 203
Parent, Obligation of, to Support Children..... 204
Parents—Rights of 203
Parliamentary Rules and Forms of Resolutions..... 205
Partial Payments 190
Partnership 121
Partnership—Different Kinds of 121
Partnership—Dissolution of 122-125
Partner's or Stock Account 35
Pass Book 47
Passports 125
Patent Fees 146
Patents 144-145
Payment, Delay in—Apology for 27
Payment—Demanding 50
Payment—Letters Requesting 21-22
Payment of Carriers 200
Payment of Rent—Letters Requesting 22
Payments—Partial 190
Pedler's License—Form of 111
Penalty of Usury 191
Penmanship 7
Penmanship—Rules for 7
Perishable goods in Transportation 201
Personal Accounts 34
Personal Property 196
Personal Property—Agreement for Sale of 55
Personal Services—Agreement for 114
Persons—Common Carriers of 201

Petition—Affidavit to 61
Petition for Changing a Road—Form of 168
Petition for Laying out a Road—Form of 168
Pile of Grain—How to Measure 153
Pile of Wood—How to Measure 157
Plowing, Distance Traveled in—How to Measure 155
Points of Law on Bookkeeping 37
Policy—Fire Insurance 95
Policy—Life Insurance 98
Postage—Foreign 172–175
Postage Rates on Articles Between the United States and Other Countries 180–183
Postage Rates—United States 175
Postal Regulations 169–183
Postals—Rules for Writing 9
Power of Attorney 64
Power of Attorney—Assignment with 72
Power of Attorney to Collect Debts 64
Power of Attorney to Collect Rents 64
Power to Take Charge of and Carry on Business 65
Power to Vote as Proxy at an Election 65
Practical Rules for Detecting Errors in Trial Balance 36
Premium and Per Cent. of Premium Being Given, to Find the Amount Insured 190
Presenting Checks 141
Present Worth 186
Present Worth and True Discount—How to Find 186
Proceeds and Discount, How to Find, the Face of a Note, Time and Rate Per Cent. Being Given. 187
Profit and Loss 188
Profit and Loss, How to Find, the Cost and Rate Being Given . . 188
Prohibited Arrests 42
Promissory Note Secured by Mortgage 118
Property—Form of Receipt for 137
Property Held in Trust 197
Property—Joint Ownership of 197
Property—Ownership for Life 196
Property—Personal 196
Property—Personal Agreement for Sale 55
Property—Real and Personal 196
Property—Sale of 197
Property Tax—How to Find 189
Proxy at an Election—Power to vote 65
Public Roads—Laws Concerning 166–167
Punctuation 8
Punctuation Marks 8
Punishment of a Child 203
Purchase of a Horse—Guarantee of 93

Q

Qualified Indorsement—Form of 133
Quit Claim Deed 91

R

Railroad Companies—Liabilities of 200
Raised Checks 140
Rare U. S. Coins and their Value 193
Rate of Interest—Legal 191
Rate of Profit and Loss, How to Find, the Cost and the Profit or Loss Being Given 188
Rates, Postage on Articles Between the United States and Other Countries 180–183
Real and Personal Property 196
Real Estate 35–196
Real Estate Held for Debt. 34
Real Estate—Lease of 107
Real Estate Mortgages 115
Real Estate Mortgage to Secure Payment of Above Note..... 118
Receipt for Borrowed Money—Form of 136
Receipt for Interest—Form of 137
Receipt for Interest on Note—Form of..... 139
Receipt for Merchandise—Form of 136–138
Receipt for Money Advanced on Contract—Form of..... 137
Receipt for Note—Form of 136
Receipt for a Particular Bill—Form of..... 137
Receipt for Payment by Hand of Third Party—Form of..... 139
Receipt for Property—Form of 137
Receipt for Purchase of a Horse—Form of..... 137
Receipt for Rent—Form of 136
Receipt for Shipping Goods 201
Receipt in Full of All Demands—Form of..... 136
Receipt on Account—Form of 136
Receipt—Sending 18
Receipts—Form of 136–138
Receipts—Rules for Writing 135
Recognizance for Further Examinations 73
Recommendation—General Form of 25
Recommendation—Letters of 23
Regulations, General, Concerning Foreign Mails..... 180
Relative Value of Apothecaries' Measure 150
Relative Value of Imperial Measure 150
Release and Satisfaction of Mortgage..... 121
Release of an Apprentice 67
Remittance—Letter Containing 17

Renewal of Fire Insurance 96
Renting a House—Leases for 105
Rent—Payment of Letters Requesting 22
Rents—Power of Attorney to Collect 64
Request for Calatogue and Terms 17
Requesting Payment—Form of Letters for 39
Requesting Payment—Form of Summons 40
Requisites of a Sale 198
Resolutions of Condolence on the Retirement of an Officer—Form of 208
Resolutions of Condolence on the Death of a Public Officer—Form of 207
Resolutions of Condolence on the Death of a Society Member—Form of 208
Resolutions—Parliamentary Rules and Forms of 205
Resources and Liabilities 36
Responsibility, Relative, of Each Indorser—Table Showing . . . 135
Restrictive Indorsement—Form of 133
Retirement of an Officer—Resolutions of Condolence on 208
Revocation—Letter of 66
Right Hand—Holding Up 58
Right to Appeal 43
Rights and Obligations of Parents and Children 203
Rights of Children 204
Rights of Landlords 100
Rights of Parents 203
Rights of Parents and Children 203
Rights of Tenants 101
Road—Form of a Petition for Changing 168
Road—Form of a Petition for Laying Out 168
Roads—Public, Laws Concerning 166–167
Rules—Banking 45
Rules for Collecting Notes 126
Rules for Finding the Required Area of any Chimney 161
Rules for Indorsing Bills 132
Rules for Indorsing Notes 132
Rules for Penmanship 7
Rules for Spelling 9
Rules for Transferring Notes 126
Rules for Writing a Contract 81
Rules for Writing Due Bills 138
Rules for Writing Notes 126
Rules for Writing Orders 139
Rules for Writing a Postal 9
Rules for Writing Receipts 135
Rules, General, for Estimates of Measurement 160
Rules Governing Chattel Mortgages 119
Runaway Child 204

S

Sale—Bill of **75**
Sale of Property 197
Sale—Requisites of 198
Sale—Things Necessary 198
Salesman—Letter Recommending 24
Salesman's Application 26
School—Application for 27
Selling Price and the Rate Per Cent. of Profit or Loss Being Given to find the Cost. 189
Selling Price—How to Find, the List Price and Discount Series Being Given 185
Selling Price—Net 188
Send Money—How to 169
Sending Draft 18
Sending Receipt 18
Service—Agreement with Clerk for 56
Shipment on Commission 19
Shipping Goods—Receipt for 201
Short Form Mortgage 119
Sidewalk—Contract for Building 86
Signs 231
Simple Assignment 72
Single Grantor's Acknowledgment 59
Situations—Applications for 25
Size of Paper 164–165
Solid Measure 164
Spelling—Rules for 9
Square Measure 150–163
Square Root—Table of 165
Stocks—How Watered 87
Stock or Partner's Account 35
Submission to Arbitration—Form of 68
Suggestions for Avoiding Debts 37
Suggestions Regarding Mail Matter 173
Summons, Forms of, for Requesting Payments 39
Surveying Land 150
Surveyors' Measure 150
Sympathy—Letter of 28

T

Table of Square Roots **165**
Table Showing the Relative Responsibility of Each Indorser 135
Tank or Cistern—How to Find the Number of Gallons 154
Tax, Property—How to Find 189
Tenant—Duties of the 105
Tenant's Agreement 104

Tenant's Notice of Leaving 105
Tenants—Rights of 101
Tender—Legal 192
Term of Discount 186
Terms—Request for 17
Things Necessary to Every Sale 198
Third Party—Form of Receipt for Payment by 139
Ticket—Deposit 46
Tile—Contract for Laying 85
Tile—Laying Contract for 85
Time Measure 149
To Find the Investment or Gross Sales, the Commission and Per Cent. of Commission Being Given. 184
To Find the Number of Gallons in a Cistern or Tank 154
Tons of Hay in the Mow or Stack—How to Find Number of . . . 153
Trade Discount 185
Trade Marks 146
Transferring Commercial Paper 52
Transferring Drafts 48
Transferring Notes—Rules for 126
Transportation 199
Transportation—Injury of Goods in 200
Transportation—Loss of Goods in 200
Trial Balance—Rules for Detecting Errors in 56
Troy Weight 149-164
True Discount 186
True Discount and Present Worth—How to Find 186
Trust—Property Held in 197

U

United States Postage Rates 175
Universal Postal Convention Signed at Washington—Regulations in Effect January 1, 1900 180
Usury 191
Usury—Penalty of 191

V

Value of Rare U. S. Coins 193

W

Wagon-box Holds—How Much 154
Waiver of Identification 170
Wall—How to Measure 156
Wall—Number of Bricks Required for 156
Wall Paper—How to Measure for 157
Warranty Deed 89

Watered—How Stock is 87
Weight—Apothecaries 149
Weight—Avoirdupois 149–164
Weight of Brickwork 162
Weight of Cattle—How to Estimate 152
Weights and Measures 163-165
Weights—Metric 150
Weight—Troy 149–164
Wells and Cisterns—How to Measure 158
Who May and May Not Make a Contract 80
Why Business Men Fail 234
Wine Measure 149–164
Withdrawal of Mail Matter 176–179
Witness—Examination of 58
Wood Pile—How to Measure 157
Workman—Agreement for Hiring 56
Worth—Net 36
Writ 42
Writing Checks 141
Writing Drafts 48
Writing Notes—Rules for 126

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